

**REVIVAL AND FIRST AMENDMENT TO PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

**THIS REVIVAL AND FIRST AMENDMENT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **QWEST COMMUNICATIONS COMPANY, LLC**, whose address is 1801 California Street, Suite 900, Denver, CO 80202 ("Contractor" or "Qwest").

**BACKGROUND:**

**A.** The City and the Contractor entered into an Agreement, dated March 2, 2010 (the "Agreement"), to upgrade components of its emergency 911 call system, including servers, network switches and workstations, software, and training on the new system and Contractor desires to provide that equipment, software and services to the City.

**B.** The Agreement, expired by its terms on January 3, 2011; and

**C.** Rather than enter into a new contract the parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to extend the Agreement, provide additional compensation to the Contractor and to include other contract language as follows:

**THUS**, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

**1.** That Article 5 of the Agreement titled "**TERM OF AGREEMENT**" is amended to read as follows:

**"5. TERM OF AGREEMENT:** The term of this Agreement shall commence upon January 4, 2010 and expire on June 30, 2012."

**2.** That paragraphs 6(a) and 6(d)(1) of the Agreement titled "**Fee**" and "**Maximum Contract Amount**" are amended as follows:

**"6. COMPENSATION AND PAYMENT:**

**a. Fee:** The Consultant's sole compensation for its services rendered, equipment provided and costs incurred under the Agreement is **Eight Hundred and Seventy Seven Thousand Six Hundred Seventy Nine Dollars and Thirty Seven Cents (\$877,679.37)** and amounts billed may not exceed the rates set forth in **Attachment 1**.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Eight Hundred and Seventy Seven Thousand Six Hundred Seventy Nine Dollars and Thirty Seven Cents (\$877,679.37)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Attachments 1-3**. Any services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement."

3. A new paragraph numbered 41 is hereby added to the Agreement reading as follows:

**41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. This Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, this amendatory Agreement is revived, affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SAFTY-CE91444-01

Contractor Name: QWEST d/b/a CenturyLink OCC

By: Susan Baker 5/24/2012

Name: Susan Baker  
(please print)

Title: Manager, Offer Management  
(please print)

ATTEST: [if required]

By: Kim A Morkensen

Name: Kim A Morkensen  
(please print)

Title: Senior Analyst, Offer Management  
(please print)

