

## NINTH AMENDATORY AGREEMENT

**THIS NINTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as (the “City”), and **CENTURYLINK COMMUNICATIONS, LLC f/k/a QWEST COMMUNICATIONS COMPANY, LLC** a Delaware limited liability company, registered and authorized to transact business in Colorado, with an address of 931 14th Street, Suite 900, Denver CO 80202, (the “Contractor” or “CenturyLink”), together referred to as (the “Parties”).

### WITNESSETH:

**WHEREAS**, that Parties entered into an Agreement dated July 22, 2008 (CTL Code: 743069) and amended the Agreement on July 3, 2012 (CTL Code: 568550), October 1, 2013 (CTL Code: 1005484), July 11, 2014 (CTL Code: 867427), October 22, 2015 (CTL Code: 976608), March 9, 2016 (CTL Code: 1070924), February 24, 2017 (CTL Code: 1080752), and December 19, 2017 (CTL Code:1140595), to provide maintenance services for the City’s 911 phone switches and supporting systems to the City and County of Denver (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement extend the term and increase the compensation to the Contractor; and

**WHEREAS**, the Parties understand and agree that the Agreement has had only seven Amendatory Agreements, as described above, and that this would be the Ninth Amendatory Agreement, but due to an administrative error with the City’s filing system, this Amendatory Agreement must be referred to as the Ninth Amendatory Agreement to avoid further administrative and clerical issues; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM**: The Term of this Agreement is from July 1, 2007 through June 30, 2019, unless terminated earlier pursuant to provisions of this Agreement.”

2. Article and 3. D. (i) of the Agreement entitled “**MAXIMUM CONTRACT LIABILITY**” is hereby amended to read as follows:

**“3. COMPENSATION AND PAYMENT:**

**D. Maximum Contract Liability:**

**(i)** Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **THREE MILLION SIX HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 63/100 CENTS (\$3,671,588.63)** (the Maximum Contract Amount”), unless this Agreement has been amended in writing to reflect otherwise. The Contractor acknowledges that the City is not obligated to execute and amendment to this Agreement for any services and that any services performed by Contractor beyond that specifically described herein are performed at Contractor’s risk and without authorization under this Agreement.”

**3.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**4.** The attached quote, QIA17392-AV\_7, is hereby incorporated by reference.

**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: TECHS-CE76017-09

Contractor Name: CENTURLINK COMMUNICATIONS LLC

By: Susan Baker

Name: Susan Baker  
(please print)

Title: Manager - Offer Management  
(please print)

ATTEST: [if required]

By: Wes Horn

Name: WES HORN  
(please print)

Title: LEAD SLED RELATIONSHIP MANAGER  
(please print)





**Customer:** E911 DEPT OF PUBLIC SAFETY  
**Quote #:**  
**Project Name:** Josephine Support  
**Created On:** 12/5/2018  
**Expiration Date:** 2/3/2019  
**Account Manager:** Wes Horn BQQE  
**Sales Engineer:** Kevin Newton

**Customer Notes:**

UPS, Denver provided Dell computers and monitors. Vesta Herbie audio control units are no longer manufactured by Airbus DS. CenturyLink is not able to offer replacement components for these items. CenturyLink will replace hardware from customer stock and unused positions. Avaya CS100 components will be remote monitoring with 15 min labor per occurrence. If a site visit is required for the Avaya, T&M charges will apply.

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Denver Comm Ctr - A</b>					
<b>Materials</b>					
<b>Support</b>					
809800-41005	CUSTOM EXT SPT - 3RD YEAR	\$ 48.16	1936	\$ 93,237.76	6
809800-03293	SPT V-ANLYT STD 6MTH	\$ 36.60	44	\$ 1,610.40	6
809800-16321	M&R SVR SRVC 6MTH	\$ 313.00	3	\$ 939.00	6
809800-16337	M&R WKST SRVC 6MTH	\$ 86.68	44	\$ 3,813.92	6
CCC-PRM-ONS-PLANT-WARR-SUPPORT	CenturyLink Onsite Support	\$ 27,501.47	1	\$ 27,501.47	6
Location Sub-Total				<b>\$ 127,102.55</b>	
<b>LOCATION: Denver Comm Ctr - B</b>					
<b>Materials</b>					
<b>Support</b>					
809800-41005	CUSTOM EXT SPT - 3RD YEAR	\$ 48.16	635	\$ 30,581.60	6
809800-03293	SPT V-ANLYT STD 6MTH	\$ 36.60	16	\$ 585.60	6
809800-16321	M&R SVR SRVC 6MTH	\$ 311.37	1	\$ 311.37	6
809800-16337	M&R WKST SRVC 6MTH	\$ 86.68	16	\$ 1,386.88	6
809800-16353	M&R IP DEVICE SRVC 6MTH	\$ 86.68	10	\$ 866.80	6
CCC-PRM-ONS-PLANT-WARR-SUPPORT	CenturyLink Onsite Support	\$ 10,292.27	1	\$ 10,292.27	6
Location Sub-Total				<b>\$ 44,024.52</b>	
Support Services Total				<b>\$171,127.07</b>	
Grand Total Price to Customer				<b>\$171,127.07</b>	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

CenturyLink Representative: \_\_\_\_\_

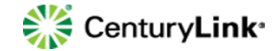
CenturyLink Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

CPE MAINTENANCE QUOTATION

**CUSTOMER :** E911 DEPT OF PUBLIC SAFETY  
**BILL TO NAME :** E911 DEPT OF PUBLIC SAFETY  
**BILL TO ADDRESS:** ATTN: JESSIE JENSEN,950 JOSEPHINE ST, DENVER, CO, 80206-3728  
**QUOTATION NUMBER :** QIA17392-AV\_7  
**CREATE DATE :** 07-DEC-2018  
**QUOTATION VALID THROUGH :** 30-JAN-2019  
**CONTRACT SERVICE START DATE :** 01-JAN-2019  
**CONTRACT SERVICE END DATE :** 30-JUN-2019  
**NET AMOUNT OF CONTRACT :** \$9,209.98  
**CURRENCY VALUE EXPRESSED IN :** USD



INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SERIAL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
E911 DEPT OF PUBLIC SAFETY, ATTN: JESSIE JENSEN,950 JOSEPHINE ST, DENVER, CO, 80206-3728	PBXALARMC	TMSI PBX ALARM MONITORING	1	JOSEPHINE	CENTURYLINK	PRM 24X7X2 HR-LABONLY	01-JAN-2019	30-JUN-2019	\$1,462.34
	QBOM AVAYA CS1000-M1 QRAM	QBOM AVAYA CS1000-M1 QWEST REM	320		CENTURYLINK	PRM 24X7X2 HR-LABONLY	01-JAN-2019	30-JUN-2019	\$4,489.50
E911 DENVER - PUBLIC SAFETY, 303 W COLFAX AVE, DENVER, CO, 80204-2621	PBXALARMC	TMSI PBX ALARM MONITORING	1	COLFAX	CENTURYLINK	PRM 24X7X2 HR-LABONLY	01-JAN-2019	30-JUN-2019	\$1,462.34
	QBOM AVAYA CS1000-M1 QRAM	QBOM AVAYA CS1000-M1 QWEST REM	128		CENTURYLINK	PRM 24X7X2 HR-LABONLY	01-JAN-2019	30-JUN-2019	\$1,795.80
Our monitoring service is available 24x7 for 6 months. Any work instance that takes longer than 15 minutes will be charged on a T&M basis. Our best efforts are capped at 4 hours with CTAC Tier 3 making the final call.									

TOTAL SUMMARY

TOTAL NET PRICE: \$9,209.98

E911 DEPT OF PUBLIC SAFETY

CenturyLink

_____	_____
<b>Name</b>	<b>Name</b>
_____	_____
<b>Title</b>	<b>Title</b>
_____	_____
<b>Date</b>	<b>Date</b>