

## **SEVENTH AMENDATORY AGREEMENT**

**THIS SEVENTH 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 corporation, registered and authorized to transact business in Colorado, with an address of 1801 California Street, Denver CO 80202, (the “Contractor” or “CenturyLink”), together referred to as (the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the 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), and March 9, 2016 (CTL Code: 1070924) 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 understand and agree that the Agreement has had only five Amendatory Agreements, as described above, and that this would be the Sixth Amendatory Agreement, but due to an administrative error with the City’s filing system, this Amendatory Agreement must be referred to as the Seventh Amendatory Agreement to avoid further administrative and clerical issues; and

**WHEREAS**, the Parties understand and agree that due to a mutual oversight error, the Agreement, as amended, naturally expired on December 31, 2016; and

**WHEREAS**, the Parties wish their relationship to be governed by the terms and conditions of the Agreement and subsequent amendments during the period of time from its natural expiration date through the date of this Amendment, and therefore hereby agree that the Agreement has been in full force and effect since December 31, 2016; and

**WHEREAS**, the Parties wish to amend the Agreement extend the term and increase the compensation to the Contractor; 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 December 31, 2017, 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 **TWO MILLION NINE HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 63/100 CENTS (\$2,971,588.63)** (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.

**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 \_\_\_\_\_

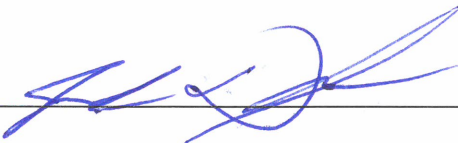
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-CE76017-07

Contractor Name: CENTURYLINK COMMUNICATIONS LLC

By: 

Name: Jacob Daehler  
(please print)

Title: Manager - Offer Management  
(please print)

ATTEST: [if required]

By: 

Name: Michelle S. Jaramillo  
(please print)

Title: Lead Analyst - offer management  
(please print)

