

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT made and entered into by and 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, whose address is 1801 California St., 9th Floor, Denver, CO 80202 (the “Contractor” or “CenturyLink”), together referred to as (the Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 2, 2010 and amended the Agreement on July 31, 2012 (CTL Code:568550), December 2, 2013 and August 11, 2014 (CTL Code: 867427) 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 to extend the term, increase the compensation to Contractor and acknowledge the name change of the Contractor; and

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

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

“2. **TERM**: The Term of the Agreement is from July 1, 2007 through December 31, 2015, unless terminated earlier pursuant to the provisions of this Agreement.”

2. Articles 3A and 3D(i) of the Agreement entitled “**Fee**” and “**Maximum Contract Liability**” are amended to read as follows:

“3. **COMPENSATION AND PAYMENT**:

A. Fee. The City agrees to pay to the Contractor, and the Contractor agrees to accept at its sole compensation for services rendered and costs incurred under this Agreement, the following fees: **NINETEEN THOUSAND, FORTY THREE DOLLARS AND TWENTY EIGHT CENTS (\$19,043.28)** per month.

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 SEVENTY ONE THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS AND SIXTY THREE CENTS (\$2,071,588.63)**, (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 an 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. Name Change. On April 1, 2014, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. References in the Agreement to “Qwest Communications Corporation,” “Qwest Communications Company, LLC,” or “QCC” are replaced with “CenturyLink Communications, LLC”.

4. This Fourth Amendatory Agreement may be executed in 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, 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-CE76017-05

Contractor Name: CENTURYLINK COMMUNICATIONS LLC

By:  _____

Name: Jacob Dastler
(please print)

Title: Manager - Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

