

Amendment No. CO-64473-022316-01/A2

**SECOND AMENDMENT  
to  
Services Agreement No. CO-64473-022316-01**

**This Second Amendment ("Amendment")** made effective as of August 8, 2019 ("Effective Date") modifies and amends Services Agreement No. CO-64473-022316-01, to include any preceding Amendment(s) thereto (collectively "Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and the City and County of Denver, a Colorado home rule municipal corporation on behalf of the Denver Public Library ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, Customer and Comcast have previously entered into the Agreement and whereby Comcast agreed to provide Customer the Services more particularly described therein;

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. At the request of the Customer, Comcast shall provide a Static IP Block /27 (30) for one (1) existing 4000 Mbps EDI Services circuit, as set forth in the Sales Order Form(s) attached hereto.
2. The additional MRC throughout the remainder of the Agreement Service Term for the Static IP referenced herein shall be \$50.00. The current total MRC for all Services under the Agreement is \$51,074.00 which shall increase to a revised total Agreement MRC of \$51,124.00 upon the completion of this Services upgrade. The Maximum Annual Contract Amount set out in Article 11.15 shall be increased to \$613488 and the Maximum Contract Amount shall be increased to \$3,065,050.00.
3. The Estimated Service Date for the Services detailed herein shall be on or after July 1, 2020.
4. This Amendment shall commence as of the Effective Date set forth herein and is coterminous with the original Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

<b>COMCAST BUSINESS</b>	<b>COMCAST ENTERPRISE SERVICES SALES ORDER FORM</b>	<b>Page 1 of 3</b>	
SA ID#: <u>CO-44573-032318-00A3</u>	Opportunity ID#: <u>14873788</u>	Account Name: <u>City and County of Denver - Public Libraries</u>	
<b>CUSTOMER INFORMATION (for notices)</b>			
Primary Contact: <u>Matt Hamilton</u> Title: _____ Address 1: <u>4868 N Andes Ct</u> Address 2: _____ City: <u>Denver</u> State: _____ Zip: <u>80248</u> Phone: <u>720-869-1174</u> Cell: _____ Fax: _____ Email: <u>mhamilton@denverlibrary.org</u>	Billing Account Name: <u>City and County of Denver - Public Libraries</u> Billing Name (and Party Account): <u>Janel Reese</u> Billing Contact: <u>Janel Reese</u> Title: _____ Phone: <u>720-869-2032</u> Cell: _____ Fax: _____ Email: <u>jr@denverlibrary.org</u>	Billing Address: Address 1: <u>4868 N Andes Ct</u> Address 2: _____ City: <u>Denver</u> State: <u>CO</u> Zip Code: <u>80248</u> Tax Exempt: <u>Yes</u> <small>* If Yes, please provide and attach all applicable tax exemption certificates.</small>	
<b>SUMMARY OF CHARGES (Details on following pages)</b>			
Service Term (Months): <u>12</u>			
<b>SUMMARY OF SERVICE CHARGES*</b>		<b>SUMMARY OF STANDARD INSTALLATION FEES*</b>	
Current Monthly Recurring Charges:	\$31,074.00	Total Standard Installation Fees:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00	Total Trunk Services Standard Installation Fees:	\$0.00
<b>Total Current Monthly Recurring Charges (all Services):</b>	<b>\$31,074.00</b>	<b>Total Standard Installation Fees (all Services):</b>	<b>\$0.00</b>
Change Monthly Recurring Charges:	\$50.00	<b>SUMMARY OF CUSTOM INSTALLATION FEES*</b>	
Change Trunk Services Monthly Recurring Charges:	\$0.00	Total Custom Installation Fee:	
<b>Change Monthly Recurring Charges (all Services):</b>	<b>\$50.00</b>	<b>\$0.00</b>	
<b>Total Monthly Recurring Charges:</b>	<b>\$31,124.00</b>		
Total Trunk Services Monthly Recurring Charges:	\$0.00	<b>SUMMARY OF MONTHLY EQUIPMENT FEES</b>	
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$31,124.00</b>	Current Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
		Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
		<b>Current Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
		Change Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
		Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
		<b>Change Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
		Total Ethernet Service Equipment Fee Monthly Recurring Charges:	\$0.00
		Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
		<b>Total Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific details regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

COMCAST  
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM  
SERVICES AND PRICING

Account Name: City and County of Denver - Public Libraries Date: 08/2018  
 SA ID#: CD-4472-032316-01A2 Opp ID#: 14873789  
 Short Description of Service: Blank  
 Service Term: 12 MONTHS

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Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
001	Change	Remove	Eo - Network Interface - 10 U/S	4000 Mbps	Green Valley Ranch / 4838 N And		Interstate	1	\$0.00	\$0.00
002	Change	Remove	EO - Bandwidth	4000 Mbps	Green Valley Ranch / 4838 N And		Interstate	1	\$0.00 (0)	\$0.00
003									\$0.00	\$0.00
004	Change	Add	EO - Network Interface - 10 U/S	4000 Mbps	Green Valley Ranch / 4838 N And		Interstate	1	\$0.00	\$0.00
005	Change	Add	EO - Bandwidth	4000 Mbps	Green Valley Ranch / 4838 N And		Interstate	1	\$0.00 (0)	\$0.00
006	Change	Add	12th State Address Sheet (7/18)	State IP	Green Valley Ranch / 4838 N And		Interstate	1	\$0.00	\$0.00
007									\$0.00	\$0.00
008									\$0.00	\$0.00
009									\$0.00	\$0.00
010									\$0.00	\$0.00
011									\$0.00	\$0.00
012									\$0.00	\$0.00
013									\$0.00	\$0.00
014									\$0.00	\$0.00
015									\$0.00	\$0.00
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019									\$0.00	\$0.00
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028									\$0.00	\$0.00
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030									\$0.00	\$0.00
031									\$0.00	\$0.00
032									\$0.00	\$0.00
033									\$0.00	\$0.00
034									\$0.00	\$0.00
035									\$0.00	\$0.00
036									\$0.00	\$0.00
037									\$0.00	\$0.00
038									\$0.00	\$0.00
039									\$0.00	\$0.00
040									\$0.00	\$0.00
041									\$0.00	\$0.00
042									\$0.00	\$0.00
043									\$0.00	\$0.00
044									\$0.00	\$0.00
045									\$0.00	\$0.00
046									\$0.00	\$0.00
047									\$0.00	\$0.00
048									\$0.00	\$0.00
049									\$0.00	\$0.00
050									\$0.00	\$0.00

\* Service Location Details omitted Charges are Excludes of Equipment Fees

PAGE 2 SUBTOTAL: \$0.00 \$0.00



**Contract Control Number:** BOOKS-201951241-201523269-2  
**Contractor Name:** COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

BOOKS-201951241-201523269-2  
COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

By:  \_\_\_\_\_  
DocuSigned by:  
Daniel J Carr  
66E18FD3A51E41B

Name: Daniel J Carr  
(please print)

Title: Vice President  
(please print)

9/11/2019

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)