

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH 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), and February 24, 2017 (CTL Code: 1080752), 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 six Amendatory Agreements, as described above, and that this would be the Seventh Amendatory Agreement, but due to an administrative error with the City's filing system, this Amendatory Agreement must be referred to as the Eighth 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 December 31, 2018, 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 FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 63/100 CENTS (\$3,471,588.63)** (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: TECHS-CE76017-08

Contractor Name: CENTURLINK COMMUNICATIONS, 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: TECHS-CE76017-08

Contractor Name: CENTURYLINK COMMUNICATIONS, LLC.

By: Thomas Rossignol
on behalf of Stephen Arneson
Manager, Offer management

Name: Thomas R. Rossignol
(please print)

Title: Manager Sales Engineering
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

