

### THIRD AMENDMENT TO AGREEMENT

**THIS THIRD AMENDMENT TO AGREEMENT** is made and entered into on the date set forth on the City's Signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), Party of the First Part, and **CenturyLink Communications Company, LLC d/b/a CenturyLink**, a limited liability corporation organized under the laws of Delaware and authorized to do business in the State of Colorado ("Consultant" or), Party of the Second Part;

#### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated June 2, 2011 (CenturyLink Content ID: 373724); a First Amendment to Agreement dated May 18, 2012; and a Second Amendment to Agreement dated May 14, 2013 (collectively, the "Existing Agreement"), for on-call technology maintenance and support services at Denver International Airport (the "Airport"); and

**WHEREAS**, the parties now desire to amend the Existing Agreement to increase the Term thereof;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Paragraph 3, "Term" of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and substituting in its place the following:

**"3. TERM:** The term of this Agreement shall commence upon execution of the Agreement shall terminate on June 1, 2016, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for two periods of one (1) year each, by written amendment to this Agreement. The term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement."

2. Except as modified or amended by this Third Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid,

enforceable and in full force and effect as though fully set forth herein.

3. This Third Amendment to Agreement shall not be or become effective or binding on the City until it is approved by the City Council for the City and County of Denver and is fully executed by all signatories of the City and County of Denver.

**SIGNATURE PAGE FOLLOWS**

**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: PLANE-CE15006-03

Contractor Name: CenturyLink, LLC

By: Constantine N Gartebs

Name: Constantine N Gartebs  
(please print)

Title: Manager Offer Management  
(please print)  
NSP-89547

ATTEST: [if required]

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

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

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

