

FIFTH AMENDATORY AGREEMENT

THIS FIFTH 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 St , Suite 900, Denver CO 80202, (the “Contractor” or “CenturyLink”), together referred to as (the “Parties”).

WITNESSETH:

WHEREAS, that Parties entered into an Agreement dated March 2, 2010 (CTL Code; 743069) and amended the Agreement on July 31, 2012 (CTL Code: 568550), December 2, 2013 (CTL Code; 1005484), August 11, 2014 (CTL Code: 867427), and September 24, 2015 (CTL Code; 976608) 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

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, 2016, unless terminated earlier pursuant to provisions of this Agreement.”

2. Article 3(A) and 3(D)(i) of the Agreement entitled “**FEE**” and “**MAXIMUM CONTRACT LIABILITY**” are hereby amended to read as follows:

“3. **COMPENDATION 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: **TWENTY EIGHT THOUSAND THIRTY DOLLARS AND 41/100 CENTS (\$28,030.41)** 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 FOUR HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS AND 63/100 CENTS (\$2,471,588.63)** (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:

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-CE76017-06

Contractor Name: CENTURLINK COMMUNICATIONS LLC

By: *Karl V. Hoyle*

Name: Karl V. Hoyle
(please print)

Title: Manager Pricing Offer Management
(please print)

ATTEST: [if required]

By: *Wes Horn*

Name: WES HORN
(please print)

Title: Global Relationship Manager
(please print)

