

THIRD AMENDMENT
to
Services Agreement (E-Rate) No. CO-APra-012521-01/FY21

This Third Amendment (“Third Amendment”), effective as of July 19, 2023 (“Effective Date”), is entered into by and between Comcast Cable Communications Management, LLC (“Comcast”) and City and County of Denver - Denver Public Library (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties.”

Whereas, the Parties have previously entered into that certain Services Agreement (E-Rate) No. CO-APra-012521-01/FY21 (as amended by the First Amendment dated January 25, 2021, and the Second Amendment dated June 1, 2021, collectively the “Amended Agreement”); and

Whereas, the Parties desire to further amend the Amended Agreement by this Third Amendment to reflect the amended or additional terms and conditions to which the Parties have agreed to, all as further described herein.

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Third Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to them in the Amended Agreement.
2. Customer certifies that its use of the Comcast Ethernet Private Line (“EPL”) Services (for the avoidance of doubt, EPL Services are deemed an Enterprise Ethernet Transport Services) is such that ten percent (10%) or less of the traffic is jurisdictionally interstate according to FCC regulations. More specifically, Customer certifies that ten percent (10%) or less of the traffic carried on the Metro EPL Services is ultimately bound for (i) the Internet or (ii) a location outside of the State of Colorado.
 - a. In making this certification, Customer may rely on traffic studies or measurements. Where such type of data is not available, Customer may rely on factors, such as the design of its network or the nature of its communications needs, that are reasonably likely to enable Customer to make a good faith approximation of its relative intrastate and interstate traffic volumes.
 - b. Upon request, Customer agrees promptly to provide Comcast with documentation that explains the methodology that Customer used to determine or make a good faith approximation of its relative intrastate and interstate traffic volumes. Customer also agrees to promptly provide such other assistance as Comcast may request to respond to an inquiry from a government authority or its agent regarding the classification of Customer’s traffic, including the appropriate treatment of the traffic under the Federal Communications Commission’s Universal Service Program.
3. Customer agrees to provide Comcast with documentation in support of this certification as may be needed by Comcast to respond to an inquiry from a government authority or its agent regarding the proper classification and assessment of these services.
4. As of the Effective Date set forth herein, all EPL Services set forth in the Amended Agreement (inclusive of all Sales Order(s) thereto) are modified to reflect an intrastate Services jurisdiction. Any and all future Sales Order(s) duly executed under the Amended Agreement shall specify the applicable Services jurisdiction therein. Except to the extent Customer has provided a valid tax exemption certificate in accordance with the Amended Agreement, Customer agrees to pay all applicable federal,

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state and local taxes, surcharges and fees that are effective or become effective during the term of the Amended Agreement that are applicable to Comcast intrastate EPL Services.

5. Intrastate Services are provided by Comcast Phone of Colorado, LLC.
6. As of the Effective Date, the initial Service Term for all Services being provided by Comcast to Customer pursuant to the Amended Agreement shall expire on December 30, 2024.
7. Article 9.9 of the General Terms and Conditions is hereby modified to read as follows:
“Maximum Contract Amount. Notwithstanding any other provision of the Agreement, the Customer’s maximum payment obligation will not exceed TWO MILLION NINE HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND FORTY-THREE CENTS (\$2,996,250.43) (the “Maximum Contract Amount”), unless the Customer elects to purchase additional Services hereunder. The Customer is not obligated to execute an agreement or any amendments for any further services, including any services performed by Comcast beyond those specifically described in this Agreement. The Customer’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Customer does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Customer.”
8. Article 9.11 of the General Terms and Conditions is hereby modified to read as follows:
“No Discrimination in Employment. In connection with the performance of work under the Agreement, Comcast may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Comcast shall use commercially reasonable efforts to insert the foregoing provision in all subcontracts of its work under this Agreement entered into after the Effective Date of this Agreement.”
9. In the event of an explicit conflict between this Third Amendment and the Amended Agreement, the provisions, terms and conditions of this Third Amendment shall take precedence in the interpretation of the explicit matter in question.
10. Except as otherwise modified by this Third Amendment, all other provisions, terms and conditions set forth in the Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
MANAGEMENT LLC

BOOKS-202366310-03 / 202054708-03
COMCAST CABLE COMMUNICATIONS

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:
MANAGEMENT LLC

BOOKS- 202366310-03 / 202054708-03
COMCAST CABLE COMMUNICATIONS

By: _____
DocuSigned by:
Shawn Adamson
172084D2B1BA448...

Name: _____ Shawn Adamson
(please print)

Title: _____ VP - Sales Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)