

**SEVENTH AMENDATORY AGREEMENT**

**THIS SEVENTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **BLOOMBERG FINANCE, L.P.**, a Delaware limited partnership license and authorized to transact business in the State of Colorado, with offices at 731 Lexington Avenue, New York, New York 10022 (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City and the Contractor previously entered into an Agreement dated August 10, 1994, wherein the City retained the Contractor to provide certain market rate monitoring equipment and on-line information services to enable the City to access current market data and other pricing information for the management of the City's investment portfolio which agreement was further amended by a Revival and Amendatory Agreement dated November 14, 1996, a Second Revival and Amendatory Agreement dated February 19, 1999, a Third Revival and Amendatory Agreement dated May 8, 2001, and a Fourth Revival and Amendatory Agreement dated February 25, 2003 and a Fifth Revival and Amendatory Agreement dated January 11, 2005 Sixth Revival and Amendatory Agreement dated March 9, 2010 (collectively the "Agreement"); and

**WHEREAS** the parties wish to amend the Agreement to extend the term and increase the total compensation; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That Article 3A of the Agreement is amended to read as follows:

**"3. TERM:**

A. The term of this Agreement shall commence on August 10, 1994, and expire on July 31, 2018. The price for The Bloomberg from August 1, 2013 until July 31, 2015 is indicated the attached payment schedule ("Exhibit A"). For the avoidance of doubt, the fees specified in the Exhibit A for Year 03, Year 04, and Year 05 are estimates and may be adjusted according to the prevailing rates then offered by Contractor, and the Agreement shall be

considered amended accordingly The maximum of amount of payment due to the Contractor for the duration of this Agreement shall not exceed One Million One Hundred and Twenty-Four Thousand Three Hundred and Seventy-Eight dollars and Sixteen cents (\$1,124,378.16). However, if the estimated fees would exceed this amount, City will seek to obtain supplementary funding to cover such cost, which shall be added to the total contract value referenced above.

B. The aforementioned fees for The Bloomberg do not include the fees for real-time exchange and third-party information services, as per paragraph 5B of the Agreement. If an exchange or third party information service increases its fees or if City procures additional real-time exchange and/or third party information services during the additional two years period that are subject to fees, City will seek to obtain supplementary funding to cover such cost, which shall be added to the total contract value referenced above.

2. A new paragraph numbered 38, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**” is hereby included in to the Agreement:

**38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

3. This Seventh Amendatory Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute the same instrument.

4. Except as herein amended, the Agreement is reaffirmed and ratified in each and every particular.

**EXHIBIT A**

Customer	Subscription Identifier	ID Category	Order	Monthly Charges 08/1/13- 07/31/14	Monthly Charges 08/01/14- 07/31/15	Monthly Charges Year 03: 08/01/15- 07/31/16 (Estimates)	Monthly Charges Year 04: 08/01/16- 07/31/17 (Estimates)	Monthly Charges Year 05: 08/01/17- 07/31/18 (Estimates)
30046441	2597211	SID		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30046441	242331	SID		\$1,750.00	\$1,750.00	\$1,855.00	\$1,855.00	\$1,966.30
30046441	156232	CSID		\$495.00	\$495.00	\$524.70	\$524.70	\$556.18
30046441	104342	SID		\$1,750.00	\$1,750.00	\$1,855.00	\$1,855.00	\$1,966.30
<b>Fees per Month</b>				\$3,995.00	\$3,995.00	\$4,234.70	\$4,234.70	\$4,488.78

**Annual Sub-Totals**

\$47,940.00	\$47,940.00	\$50,816.40	\$50,816.40	\$53,865.36
	\$95,880.00			\$155,498.16
				\$251,378.16

(Estimated Sum for 2015-2018)

**Total (2013-2018)**

The aforementioned fees for The Bloomberg do not include the fees for real-time exchange and third-party information services.

**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:** FINAN-CE32046-07

**Contractor Name:** BLOOMBERG FINANCE LP

By: Donna Schiots

Name: Donna Schiots  
(please print)

Title: Global Contracts manager  
(please print)

**ATTEST: [if required]**

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

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

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

