A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and Emerging Digital Concepts LLC, a Virginia Limited Liability Company, whose address is 8300 Boone Boulevard, Suite 620, Vienna, VA 22182 (the "Consultant"), jointly "the parties" or individually "the party".

The parties agree as follows:

1. **COORDINATION AND LIAISON**: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of the Department of Safety ("Executive Director") or, the Executive Director's Designee.

2. **SERVICES TO BE PERFORMED**:

    a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A,** the Scope of Work and Pricing, to the City's satisfaction.

    b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

    c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM**: The Agreement will commence on April 11, 2019 and will expire on June 30, 2021 (the "Term"). Subject to the Executive Director's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. **COMPENSATION AND PAYMENT**:

    a. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **One Million Five Hundred Thousand Dollars** (**$1,500,000.00**) for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.

    b. **Reimbursable Expenses**: There are no reimbursable expenses permitted under this agreement.

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c.   **Invoicing**: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d.   **Maximum Contract Amount**:

(1)   Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Five Hundred Thousand Dollars** (**$1,500,000.00**) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2)   The City'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 City does not by this 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 City.

5.   **STATUS OF CONSULTANT**: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6.   **TERMINATION**:

a.   The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b.   Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or

otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

      c.   Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

      d.   If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

      7.   **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

      8.   **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

      9.   **INSURANCE:**

      a.   **General Conditions**: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty

period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

       b.   <u>**Proof of Insurance**</u>: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

       c.   <u>**Additional Insureds**</u>: For Commercial General Liability and Professional Liability (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance**: Consultant shall maintain the coverage as required by governing state or by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. **Commercial General Liability**: The Consultant shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

h. **Professional Liability (Errors & Omissions)**: Consultant shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit.

i. **Additional Provisions**:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

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(c)   A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d)   A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii)   For claims-made coverage:

(a)   The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b)   Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10.   DEFENSE AND INDEMNIFICATION

a.   Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b.   Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c.   Consultant shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such

Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

       d.   Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

       e.   This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

       11.   **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq*. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

       12.   **ASSIGNMENT; SUBCONTRACTING**: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

       13.   **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

       14.   **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person

or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. **CONFLICT OF INTEREST**:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

> City and County of Denver
> Mayor's Office of Emergency Management
> 101 W Colfax Ave. 7th Floor
> Denver, Colorado 80202

Attn: UASI Program Manager

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

20. <u>DISPUTES</u>: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure

established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. **COMPLIANCE WITH ALL LAWS**: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. **LEGAL AUTHORITY**: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25.   **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26.   **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27.   **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28.   **ADVERTISING AND PUBLIC DISCLOSURE**: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29.   **CONFIDENTIAL INFORMATION:**

    a.   **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data"

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shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. **CITY EXECUTION OF AGREEMENT**: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

34. **NOTIFICATION TO ADAMS COUNTY COMMUNICATIONS CENTER**: Upon expiration or termination of this Agreement, the parties agree to notify Adams County Communications Center, Inc.

[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: MOOEM-201948860-00

Contractor Name: Emerging Digital Concepts LLC

By: _James C. Wiseman_

Name: _JAMES C. WISEMAN_
(please print)

Title: _PRESIDENT & CEO_
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A - Scope of Work and Pricing

1. Scope of Work:

Deliverable 1 – Microsoft Azure Hosting:

EDC shall establish and contract the Microsoft Azure Government platform with a goal of commencing 7/1/2019 through the full installation, configuration, development, integration, and Functional Acceptance Test (FAT) acceptance phase for 1-full year through 6/30/2020.

Deliverable 2 – SIOS Datakeeper License:

EDC shall establish 2 licenses required for the production platform.

Deliverable 3 – SIOS Datakeeper Annual Support:

EDC shall provide 2 support and maintenance contracts required for the production platform.

Deliverable 4 – Licenses, Platform establishment, Software installation and Configuration:

EDC shall provide engineering services are the NG-CAD-X and Smart City Map license purchases, platform establishment, software installation/configuration, project development, integration, and testing for EDC, GeoComm, and EDC interfacing with all integrated and participating CAD vendors and Adopting Agencies. Engineering Services shall also include support to achieve a successful FAT execution.

Deliverable 5 – EDC Project Management:

EDC shall provide project management services, managing the project from start to finish. The services include Stakeholder deliverables for meetings, progress and tracking, managing the CAD vendors development of the NG-CAD-X API interfaces, GeoComm integration and delivery of Smart City Map functional integration, FAT plan authoring and approval, FAT execution and operational cutover.

Deliverable 6 – Miscellaneous Services, Travel, Training and Escrow:

EDC shall travel to the North Metro area to conduct a formal kickoff and initiation period with additional visits positioned towards FAT acceptance and cutover.

EDC shall work with the recipient agencies on their test CAD systems in conjunction with the NG-CAD-X CAD to CAD platform. Training will be conducted once the CAD vendors have completed their integrations but in advance of the formal FAT.

EDC shall provide escrow code for products deployed post FAT Acceptance. EDC contracts with Iron Mountain for escrow related services. EDC and GEOComm shall establish ADCOM as conditional beneficiary of code. Standard conditions for release shall apply.

Deliverable 7 – CAD Vendor Interfaces:

EDC shall work with the CAD vendors to manage the interface development and integration in conjunction with and on behalf of the adopting agencies one the adopting agencies have obtained and negotiated costs with their respective CAD vendors.

Deliverable 8 – Annual Subscriptions, Maintenance and Support

EDC shall provide through annual subscriptions, EDC and GeoComm platform maintenance, EDC CAD to CAD 24/7 support, and GeoComm Smart City Map support. This annual subscription is offered through renewals for up to 5 years with year one commencing after FAT acceptance.

2. Pricing Schedule

Terms of payments will convert to net30 beginning on September 1, 2019 through the remainder of the contract.

To be invoiced upon contract execution (6/1/19 - $465,180.50)

- **Microsoft Azure Hosting**:   **$39,888.00**
EDC shall establish and contract the Microsoft Azure Government platform with a goal of commencing 7/1/2019 through the full installation, configuration, development, integration, and FAT acceptance phase for 1-full year through 6/30/2020.

Azure Government platform annual hosting cost is comprised of reserve VM costs for 1 year ($39,888) and anticipated monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **SIOS Datakeeper License**:   **$6,800.00**
A single, one-time cost of $6,800 for 2 licenses required for the production platform. This disbursement shall be made on the front end of establishing the hosting platform.

- **SIOS Datakeeper Annual Support**:
         $1,400.00
An annual cost of $1,400 for 2 support and maintenance contracts required for the production platform. This disbursement shall be made on the front end of establishing the hosting platform.

- **Licenses, Platform Establishment, Software Installation, and Configuration:**
         $93,600.00
EDC and GeoComm shall receive initial payments for these products and services. Each will operate in the proposed schedule with different effective kickoff dates pertinent to these

products and services. EDC shall commence as projected on 6/1/2019 with a signed contract and receive $93,600.

- **EDC Project Management:** **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

- **Travel**: **$3,000.00**
This is an EDC cost not to exceed $10,000 during the kickoff through operational cutover project lifecycle. $3,000 of this will be required at contract execution to provide for the formal kickoff and initiation period

- **CAD Vendor Interfaces:** **$310,492.50**
These are CAD vendor one-time integration charges to develop the CAD to CAD interfaces to the EDC NG-CAD-X specifications for the Adopting Agencies' operational use. The Adopting Agencies are responsible for obtaining and negotiating these costs with their respective CAD vendors. EDC will manage the interface development and integration with CAD vendors in conjunction with and on behalf of the Adopting Agencies once CAD vendors are engaged. The initial estimate for these charges is $620,985.00 (50% is due at signing).

To be invoiced 7/1/19 ($12,448.00)

- **Monthly Microsoft Azure Hosting**: **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:** **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

To be invoiced 8/1/19 ($412,414.10)

- **Monthly Microsoft Azure Hosting**:
    $2,448.00

Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **GeoComm AWS Smart City map:**   **$15,000.00**

GeoComm hosts the Smart City Map with Amazon Web Services (AWS). GeoComm is including their operational annual hosting in their annual subscription cost to the Stakeholder. There is a single, hosting establishment cost ($15,000).

- **EDC - Test CAD Systems to NG-CAD-X Initial Data Integration**:
    $23,400.00

These services are milestone driven, not time driven and will be paid on the following milestones:
EDC shall demonstrate Test CAD System to NG-CAD-X Initial Data Integration with the follow CAD vendor systems. Initial Data Integration is defined as EDC showing valid CAD system data being consumed by the NGCAD- X system. EDC shall receive $23,400 for demonstrating TriTech (ADCOM) initial data integration.

- **Licenses, Platform Establishment, Software Installation, and Configuration GeoComm – Engineering Services:**
    $46,073.60

GeoComm shall commence as projected on 8/1/2019 with a signed contract and receive $46,073.60

- **EDC Project Management:**   **$10,000.00**

EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

- **GeoComm Project Management:**   **$5,000.00**

GeoComm project management service cost is disbursed at a single rate of $5,000 at the GeoComm 8/1/2019 effective kickoff.

- **CAD Vendor Interfaces:**
    $310,492.50

These are CAD vendor one-time integration charges to develop the CAD to CAD interfaces to the EDC NG-CAD-X specifications for the Adopting Agencies' operational use. The Adopting Agencies are responsible for obtaining and negotiating these costs with their respective CAD vendors. EDC will manage the interface development and integration with CAD vendors in conjunction with and on behalf of the Adopting Agencies once CAD vendors are engaged. The initial estimate for these charges is $620,985.00 (2nd half is estimated to be due in August 2019).

To be invoiced 9/1/19 ($12,448.00)

- **Monthly Microsoft Azure Hosting**:
  $2,448.00

Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:**   **$10,000.00**

EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

To be invoiced 10/1/19 ($12,448.00)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**

Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:**   **$10,000.00**

EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

To be invoiced 11/1/19 ($59,248.00)

- **Monthly Microsoft Azure Hosting**:
  $2,448.00

Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC - Test CAD Systems to NG-CAD-X Initial Data Integration**:
  $23,400.00

These services are milestone driven, not time driven and will be paid on the following milestones:
EDC shall demonstrate Test CAD System to NG-CAD-X Initial Data Integration with the follow CAD vendor systems. Initial Data Integration is defined as EDC showing valid CAD

system data being consumed by the NGCAD- X system. EDC shall receive $23,400 for demonstrating Hexagon (Thornton) initial data integration.

- **EDC - Test CAD Systems to NG-CAD-X Initial Data Integration**:   **$23,400.00**
These services are milestone driven, not time driven and will be paid on the following milestones: EDC shall demonstrate Test CAD System to NG-CAD-X Initial Data Integration with the follow CAD vendor systems. Initial Data Integration is defined as EDC showing valid CAD system data being consumed by the NGCAD- X system. EDC shall receive $23,400 for demonstrating Hexagon (Westminster) initial data integration.

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

To be invoiced 12/1/19 ($12,448.00)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

To be invoiced 1/1/20 ($47,003.20)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **GeoComm - Test CAD Systems to NG-CAD-X to Smart City Map Initial Data Integration**:   **$11,518.40**
GeoComm shall demonstrate Test CAD System to NG-CAD-X to Smart City Map Initial Data Integration with the following CAD vendor systems. Initial Data Integration is defined as GeoComm displaying Test CAD system data supplied by NG-CAD-X on the map. GeoComm shall receive $11,518.40 for demonstrating TriTech (ADCOM) initial data integration.

• **GeoComm - Test CAD Systems to NG-CAD-X to Smart City Map Initial Data Integration**: $11,518.40
GeoComm shall demonstrate Test CAD System to NG-CAD-X to Smart City Map Initial Data Integration with the following CAD vendor systems. Initial Data Integration is defined as GeoComm displaying Test CAD system data supplied by NG-CAD-X on the map. GeoComm shall receive $11,518.40 for demonstrating Hexagon (Thornton) initial data.

• **GeoComm - Test CAD Systems to NG-CAD-X to Smart City Map Initial Data Integration**: $11,518.40
GeoComm shall demonstrate Test CAD System to NG-CAD-X to Smart City Map Initial Data Integration with the following CAD vendor systems. Initial Data Integration is defined as GeoComm displaying Test CAD system data supplied by NG-CAD-X on the map. GeoComm shall receive $11,518.40 for demonstrating Hexagon (Westminster) initial data.

• **EDC Project Management:** $10,000.00
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

To be invoiced 2/1/20 ($35,848.00)

• **Monthly Microsoft Azure Hosting**: $2,448.00
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

• **EDC - Test CAD Systems to NG-CAD-X Initial Data Integration**: $23,400.00
These services are milestone driven, not time driven and will be paid on the following milestones:
EDC shall demonstrate Test CAD System to NG-CAD-X Initial Data Integration with the follow CAD vendor systems. Initial Data Integration is defined as EDC showing valid CAD system data being consumed by the NGCAD- X system. EDC shall receive $23,400 for demonstrating Tyler (Broomfield) initial data integration.

• **EDC Project Management:** $10,000.00
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

To be invoiced 3/1/20 ($23,966.40)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

• **GeoComm - Test CAD Systems to NG-CAD-X to Smart City Map Initial Data Integration**:   **$11,518.40**
GeoComm shall demonstrate Test CAD System to NG-CAD-X to Smart City Map Initial Data Integration with the following CAD vendor systems. Initial Data Integration is defined as GeoComm displaying Test CAD system data supplied by NG-CAD-X on the map. GeoComm shall receive $11,518.40 for demonstrating Tyler (Broomfield) initial data.

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

To be invoiced 4/1/20 ($12,448.00)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

To be invoiced 5/1/20 ($13,448.00)

- **Monthly Microsoft Azure Hosting**:   **$2,448.00**
Monthly non-VM related costs for gateways, metered data, backup and restoration services, IP addresses, networking, and hosting center support ($2,448 per month for 12 months).

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services

through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

- **Training**:   **$1,000.00**
EDC will work with the Adopting Agencies on their test CAD systems in conjunction with the NG-CAD-X CAD to CAD platform. This training will be conducted once the CAD vendors have completed integrations but in advance of the formal FAT. This $1,000 disbursement will come later in the integration period in advance of commencement of FAT Acceptance testing

To be invoiced 6/1/20 ($11,000.00)

- **EDC Project Management:**   **$10,000.00**
EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than
$140,000.

- **Training**:   **$1,000.00**
EDC will work with the Adopting Agencies on their test CAD systems in conjunction with the NG-CAD-X CAD to CAD platform. This training will be conducted once the CAD vendors have completed integrations but in advance of the formal FAT. This $1,000 disbursement will come later in the integration period in advance of commencement of FAT Acceptance testing

To be invoiced after FAT Acceptance (Est. 6/30/20 $90,836.80)

• **FAT Acceptance**:   **$46,800.00**
EDC and GeoComm shall conduct and deliver a successful FAT. Upon the
Stakeholder either accepting the FAT with no exceptions, or accepting the FAT with exceptions but an approved EDC and/or GeoComm plan and approach to remedy any exceptions, EDC and GeoComm shall be paid the following:

EDC shall receive $46,800 on successful FAT acceptance (Stakeholder sign-off).

• **FAT Acceptance**:   **$23,036.80**
EDC and GeoComm shall conduct and deliver a successful FAT. Upon the
Stakeholder either accepting the FAT with no exceptions, or accepting the FAT with exceptions but an approved EDC and/or GeoComm plan and approach to remedy any exceptions, EDC and GeoComm shall be paid the following:

GeoComm shall receive $23,036.80 on successful FAT acceptance (Stakeholder sign-off).

- **EDC Project Management:**   **$10,000.00**

EDC project management services cost is disbursed at a rate of $10,000 monthly, for up to 14 months, commencing with the 6/1/2019 effective kickoff and terminating with services through 7/31/2020. If the project slips for any reason or extends beyond 7/31/2020, EDC will not charge further project management costs to Stakeholder for these initial 4 Adopting Agencies' CAD integrations with NG-CAD-X. This will cap this cost component of the contract to no more than $140,000.

- **Travel**:   **$7,000.00**

This is an EDC cost not to exceed $10,000 during the kickoff through operational cutover project lifecycle. $7,000 of this will be invoiced as used during the contract period.

- **Escrow**:   **$4,000.00**

EDC and GeoComm will escrow code for products deployed post FAT Acceptance.
EDC contracts with Iron Mountain for escrow related services for Stakeholder. EDC and GeoComm shall establish Stakeholder as conditional beneficiary of code. Standard conditions for release shall apply.

To be invoiced upon start of annual maintenance: (Est. 7/1/20 $278,815.00)

- **Microsoft Azure Hosting**:   **$66,816.00**

EDC shall establish and contract the Microsoft Azure Government platform with a goal of commencing 7/1/2020 for 1-full year through 6/30/2021.

- **SIOS Datakeeper Annual Support**:   **$1,400.00**

An annual cost of $1,400 for 2 support and maintenance contracts required for the production platform. This disbursement shall be made on the front end of establishing the hosting platform

Annual Subscription (EDC NG-CAD and NG-CAD-X)   **$90,000.00**

These are annual charges for maintenance and support which CAD vendors will charge Adopting Agencies. These are charges for maintaining and supporting the CAD to CAD interfaces developed to the EDC NG-CAD-X specification and integrated for operational use. The Adopting Agencies are responsible for obtaining and negotiating these costs and expected disbursements with their respective CAD vendors. It is expected these disbursements will occur post FAT Acceptance at the beginning of each operational year

Annual Subscriptions (GeoComm)   **$42,999.00**

These are annual charges for maintenance and support which CAD vendors will charge Adopting

Agencies. These are charges for maintaining and supporting the CAD to CAD interfaces developed to
the EDC NG-CAD-X specification and integrated for operational use. The Adopting Agencies are responsible for obtaining and negotiating these costs and expected disbursements with their respective CAD vendors. It is expected these disbursements will occur post FAT Acceptance at the beginning of each operational year.

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
03/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
INSURANCE NOODLE LLC/PHS 83551718 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED EMERGING DIGITAL CONCEPTS 15082 SYCAMORE HILLS PL HAYMARKET ,VA 20169-3122	INSURER A : The Sentinel Insurance Company	11000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		83 SBM IM1216	07/10/2018	07/10/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [ ] EXCESS LIAB [X] OCCUR [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			83 SBM IM1216	07/10/2018	07/10/2019	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM IM1216	07/10/2018	07/10/2019	Each Claim Limit Aggregate Limit	$10,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. RFP No. 28728Q, CAD-to-CAD , Computer Assisted Dispatch (CAD), Solution. As Required by written contract, The City and County of Denver, Its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Wellington E. Webb Municipal Office Building 201 W COLFAX AVE DEPT 304 FL 11 DENVER CO 80202-5330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Susan L. Castaneda*

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