

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ADAMS COUNTY COMMUNICATION CENTER, INC.
AND THE CITY AND COUNTY OF DENVER
FOR THE DEVELOPMENT, OPERATION, MAINTENANCE, AND USE
OF AN LTE WIRELESS NETWORK AND ASSOCIATED SITES**

THIS INTERGOVERNMENTAL AGREEMENT ("*Agreement*") is made by and between the Adams County Communication Center, Inc., a Colorado nonprofit public corporation ("*ADCOM*"), and the City and County of Denver, a municipal corporation of the State of Colorado ("*Denver*"). Denver and ADCOM may be referred to collectively as the "*Parties*" or individually as a "*Party*".

RECITALS

WHEREAS, in order to improve their communications and public safety services capabilities, both ADCOM and Denver are and have been engaged in a regular program of broadband improvements within their respective boundaries;

WHEREAS, on September 27, 2010, ADCOM was awarded a Broadband Technology Opportunities Program grant ("*Grant*") through the Department of Commerce, National Telecommunications and Information Administration ("*NTIA*"), to construct and operate a Long Term Evolution wireless broadband network for use by public safety entities within and outside of Adams County ("*LTE Network*");

WHEREAS, the federal Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96) subsequently established the goal of a nationwide public safety network under the First Responder Network Authority ("*FirstNet*"), which was granted the single, nationwide license by the Federal Communications Commission ("*FCC*") to operate on the 700 MHz public safety broadband spectrum under Call Sign WQQE234;

WHEREAS, ADCOM and FirstNet have entered into a Spectrum Manager Lease Agreement effective January 22, 2014 ("*SMLA*"), pursuant to which FirstNet leases to ADCOM spectrum usage rights to operate on the 700 MHz public safety broadband spectrum in furtherance of ADCOM's construction and operation of the LTE Network;

WHEREAS, as part of their programs of broadband improvements, and as part of the larger LTE Network, the Parties wish to equip existing sites at strategic Denver locations, such as fire stations, within 2 miles of the Adams County border with the equipment, electronics, and other materials necessary to enable transmission of an LTE signal;

WHEREAS, the Parties have negotiated and desire to enter into this Agreement to identify the existing sites located in Denver to be equipped with the equipment, electronics, and other materials necessary to enable transmission of an LTE signal, and to provide for the development, operation, maintenance, and use of such sites and the larger LTE Network; and

WHEREAS, Denver will be operating through its Technology Services Electronic Engineering Bureau ("**EEB**"), or its successor department, in the performance of this Agreement.

NOW, THEREFORE, for the mutual covenants and promises set forth herein, the Parties agree as follows.

AGREEMENT

A. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply:

"**Denver Sites**" means the Denver locations and/or property within 2 miles of the Adams County border to be equipped with LTE Equipment. The Denver Sites are identified by street address and shown on the map attached as **Exhibit 1**.

"**Governing Terms**" means the Grant terms, conditions, and requirements imposed on ADCOM for compliance with the Grant award, including all current and subsequent laws, regulations, rules, orders, standards, and conditions, from whatever source, governing the use of Grant funds or ADCOM's performance of the Grant award.

"**LTE Equipment**" means all the hardware, electronics, and other equipment and materials necessary to enable transmission of an LTE signal from an existing broadcast site.

"**Useful Life**", as it relates to the LTE Network, means 10 years after installation of the LTE Equipment at the Denver Sites.

B. DENVER'S RESPONSIBILITIES

1. Denver Sites. Pursuant to the License provisions in Section E below, Denver shall allow ADCOM, and its employees, agents, and designated contractors, to install LTE Equipment at the Denver Sites and to use such Denver Sites as part of the larger LTE Network. Denver shall, at no cost to ADCOM except for the costs of obtaining permits pursuant to Section E(1) below, assist with installation of the LTE Equipment, as reasonably requested by ADCOM. Denver also shall, at no cost to ADCOM, provide ADCOM at each Denver Site:

- (a) Sufficient existing equipment rack space or space for outdoor equipment cabinets;
- (b) Sufficient AC power for the LTE Equipment;
- (c) Roof or tower mounting locations for necessary antenna systems; and
- (d) HVAC for LTE Equipment installed in internal equipment rooms.

2. Denver Site and Network Support. In support of the Denver Sites and larger LTE Network, Denver shall, at no cost to ADCOM:

- (a) Provide sufficient technical support for each Denver Site;
- (b) Obtain spare equipment and parts as necessary to restore service to Denver Site-specific hardware; and
- (c) Establish a path to EEB/Denver ownership of eNodeB site infrastructure upon EEB/Denver expansion of the initial system under Section D(1) below.

3. Access to Denver Sites. Pursuant to the License provisions in Section E below, Denver shall allow ADCOM, and its employees, agents, and designated contractors, to access the Denver Sites as necessary to install the LTE Equipment, and to provide ongoing maintenance, repair, replacement, upgrades, removal, and/or operation of the LTE Equipment. ADCOM shall, to the extent practicable, provide reasonable advance notice of its need to access a Denver Site for routine, non-emergency purposes. ADCOM shall have immediate access to a Denver Site in an emergency situation. For purposes of this Section B(3), "*emergency situation*" is defined as a situation in which, in ADCOM's discretion, there is imminent danger of a Denver Site being damaged or not transmitting or receiving a signal. In an emergency situation, ADCOM shall call the Denver 9-1-1 supervisor at 720-913-2012 and notify Denver Fire Dispatch that ADCOM will be accessing a Denver Site.

4. Non-Exclusive Use of Denver Sites. The Parties agree that ADCOM's use of the Denver Sites is non-exclusive, and that Denver reserves the right to enter into agreements with third parties for the use of the Denver Sites; provided, that Denver shall not enter into any agreement that would require the modification, removal, or relocation of any LTE Equipment without ADCOM's prior written consent, or if operations or activities under such agreement would interfere in any manner with the LTE Equipment or LTE Network.

5. Ownership and Maintenance of Denver Sites.

(a) To the best of its information and belief, Denver is the owner of the land and structures at the Denver Sites. Denver shall be solely responsible, at its own cost, for providing ongoing maintenance of the land, structures, and any fixtures owned by it at the Denver Sites, and for repairing any damage to the land, structures, and any fixtures owned by it at the Denver Sites, regardless of the cause or severity, which compromises or may reasonably be expected to compromise the adequate performance or coverage of a Denver Site and/or the LTE Network. Notwithstanding the foregoing, ADCOM shall pay the cost of repairing any damage caused directly by the conduct of ADCOM or its employees, agents, or designated contractors. Denver shall determine, in its sole discretion, whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest; provided, that during the Useful Life of the LTE Network, Denver shall make any and all maintenance and/or repairs that are necessary to ensure the proper and efficient administration, operation, and maintenance of the Denver Sites as part of the LTE Network as required by the Governing Terms.

(b) ADCOM shall notify Denver if it is aware of any maintenance and/or repairs required to be made by Denver pursuant to Section 5(a) above in order to ensure the

proper and efficient administration, operation, and maintenance the Denver Sites as part of the LTE Network as required by the Governing Terms.

C. ADCOM'S RESPONSIBILITIES

1. LTE Equipment and Installation. ADCOM shall acquire and install, at its sole cost and expense, all LTE Equipment necessary to enable the Denver Sites to transmit an LTE signal. LTE Equipment purchased with Grant funds shall be subject to the Governing Terms and conditions, including without limitation, NTIA security interests and restrictions on use and alienability without NTIA approval.

2. ADCOM Site and Network Support. In support of the Denver Sites and larger LTE Network, ADCOM, or its designated contractors, shall at its sole cost and expense:

- (a) Provide technical information drawings for permits;
- (b) Provide up to 100 USB dongles to provide end-user service, consistent with Section C(4) below;
- (c) Define specific ancillary hardware/software required for initial EEB use of the system.

3. Additional LTE Sites. In addition to the Denver Sites, approximately 17 to 20 additional LTE sites shall be located within and outside of Adams County as part of the larger LTE Network. ADCOM shall enter into such agreements with third parties as, in ADCOM's sole discretion, may be necessary to facilitate the development, operation, maintenance, and use of the additional LTE sites and LTE Network. This Section C(3) is not intended to, and shall not, be construed as requiring ADCOM to develop, operate, maintain, and/or use any particular additional LTE site or number of LTE sites.

4. Non-Exclusive Use of LTE Network. Upon deployment of the LTE Network, ADCOM shall allow Denver to use the LTE Network for public safety purposes at no charge. For purposes of this Section C(4), "**public safety purpose**" means having the sole or principal purpose to protect the safety of life, health, or property. The Parties agree that Denver's use of the LTE Network is non-exclusive, and ADCOM reserves the right to enter into agreements with third party public safety entities for use of the LTE Network, provided that such agreements do not adversely affect Denver's rights under this Agreement. During the term of this Agreement, Denver is not authorized, and shall not, grant rights to use the LTE Network to any third party; provided, that public safety entities affiliated with Denver (for example, the Denver Health Paramedic Division) will be permitted to use the LTE Network upon request to, and approval by ADCOM, which approval shall not be unreasonably withheld. ADCOM shall determine, in its sole discretion, whether an affiliated public safety entity may be permitted to use the LTE Network consistent with ADCOM's obligations under the Governing Terms. The Parties shall enter into such additional agreements, contracts, and/or other documents as they may mutually deem necessary or appropriate from time to time to memorialize and/or accomplish Denver's use of the LTE Network pursuant to this Section C(4).

5. Ownership and Maintenance of the LTE Equipment. Unless and until ownership of the LTE Equipment is transferred to Denver pursuant to Section D(1) below, ADCOM shall be the sole owner of the LTE Equipment. At Denver's request, ADCOM shall, at no cost to Denver, provide sufficient training to Denver personnel to allow Denver to maintain and repair damage to the LTE Equipment, subject to such oversight by ADCOM as may be required by the Governing Terms. ADCOM shall pay for any maintenance or repair made by Denver to the LTE Equipment pursuant to this Section C(5) for which Denver has obtained ADCOM's advance approval, including advance approval of the cost of such maintenance or repair; except that Denver shall pay the cost of repairing any damage caused directly by the conduct of Denver or its employees or agents. Notwithstanding anything herein to the contrary, ADCOM shall have final authority to determine, in its sole discretion, whether maintenance or repair is needed, whether the cost of such maintenance or repair is reasonable in light of all the circumstances, and whether the maintenance or repair is in the public interest. During the Useful Life of the LTE Network, ADCOM may request that Denver make any specific maintenance and/or repair to the LTE Equipment that is necessary to ensure the proper and efficient administration, operation, and maintenance of the LTE Equipment as part of the LTE Network as required by the Governing Terms. If Denver fails or refuses to make such maintenance and/or repair within a reasonable time, ADCOM may, in its sole discretion, make such maintenance and/or repair at its own cost.

D. Joint Obligations

1. Transfer of LTE Equipment to Denver. At such time as Denver commits to LTE network expansion within its corporate boundaries, Denver may submit a written request to ADCOM to transfer ownership of the LTE Equipment to Denver. For purposes of this Section D(1), Denver's commitment shall be demonstrated through substantial completion, at its sole cost and expense, of at least 2 additional LTE sites within its corporate boundaries. Upon receipt of Denver's commitment, ADCOM shall petition the NTIA to permit ADCOM to transfer the LTE Equipment to Denver. Pursuant to the Governing Terms, the petition must demonstrate that the transfer is for adequate consideration, the transfer is in the best interests of those served by the LTE Equipment, and that Denver agrees to fulfill the Governing Terms related to the LTE Equipment after the transfer, as well as any other terms and conditions established or required by the NTIA. Upon approval of the transfer by the NTIA, the LTE Equipment shall be transferred by one or more Bills of Sale on an "as-is" basis.

2. Joint Site and Network Support. In support of the Denver Sites and larger LTE Network, the Parties shall identify logistical and technical requirements to interconnect the Denver fiber network and ADCOM network for LTE backhaul and Evolved Packet Core (EPC) access, including:

- (a) Provide network specifications and coordinate to establish connectivity using the fiber network with advanced IP routing capabilities, which may include features such as MPLS, IPv6 to IPv4 translation, and Network Address Translation (NAT);
- (b) Coordinate and develop secure network connectivity between the Denver network and the ADCOM network with access to LTE Core Equipment;

- (c) Coordinate and develop minimum 500 MB/sec, optimum 1 GB/sec backhaul between the Denver network and the ADCOM network;
- (d) 144 MB/sec backhaul to each eNodeB site as required by system design;
- (e) Define structure of recurring operating costs.

3. Record Retention. The Parties shall retain all records related to the operation and use of the LTE Network for 3 years following the later of the LTE Network's Useful Life or as the Governing Terms otherwise require. ADCOM shall notify Denver if a greater retention period is required under this Section D(3).

4. Federal Compliance.

(a) ADCOM shall comply with the Governing Terms. If requested, Denver shall cooperate with and assist ADCOM in complying with such Governing Terms. If there is a conflict between this Agreement and the Governing Terms, the Governing Terms shall control.

(b) The Parties expressly recognize that the NTIA, FirstNet, or other Federal agency having authority over the Grant funds or ADCOM's performance of the Grant award may, after the Effective Date of this Agreement, amend or revise the Governing Terms and/or impose new terms, conditions, and/or requirements as part of the Governing Terms (collectively, "*Amended or New Terms*"). In the event that any such Amended or New Terms affect either Party's rights, obligations, or performance under this Agreement, the Parties shall negotiate in good faith an amendment to this Agreement for the purpose of ensuring compliance with the Amended or New Terms. If, despite their good faith efforts, the Parties are not able to agree upon an amendment to this Agreement pursuant to this Section D(4)(b), then this Agreement shall terminate immediately, and neither Party shall have any further obligation under this Agreement.

5. Site Inspections and Tests. Upon twenty-four notice and during regular business hours, and pursuant to the License provisions in Section E(3) below, Denver shall permit FirstNet or its designated representatives, as agents of ADCOM, reasonable access to inspect the Denver Sites and/or LTE Equipment in order to help inform FirstNet on the planning, deployment, and operation of the nationwide public safety network. Denver understands that the LTE Equipment may, from time to time, be used by ADCOM in a test or demonstration to FirstNet or its designated representatives of the LTE Network's functionality, coverage, network speeds, interoperability, and related matters.

E. LICENSE

1. Permits. Prior to commencing installation of the LTE Equipment, ADCOM and/or its employees, agents, or designated contractors shall obtain, at its sole cost and expense, all required approvals, permits, and licenses, or waivers of the same, necessary for such installation. First class standards of design, construction, and installation shall be utilized in connection with such installation, and the LTE Equipment and installation shall conform at a minimum with all applicable statutes, ordinances, building codes, and other regulations.

2. Evidence of Payment. Within 45 days after completion of the LTE Equipment installation, ADCOM shall furnish to Denver's designated agent evidence of payment, contractor's affidavits, and/or full and final waivers of all liens for labor, service, and materials, as applicable.

3. Right of Access. Subject to any rules and regulations or standards heretofore or hereafter adopted and promulgated by Denver, including without limitation any nondiscriminatory rules and regulations governing entrance to and use of the Denver Sites, which rules and regulations or standards shall not materially impair the rights granted to ADCOM hereunder, Denver grants to ADCOM the reasonable right of access, ingress to, and egress from, the Denver Sites from a public right-of-way for ADCOM and its employees, agents, and designated contractors, and its/their suppliers of materials and furnishers of service, which right of access shall not be unreasonably withheld, so long as such personnel have current company-issued identification badges identifying them as employees or agents of ADCOM or its designated contractor, and its/their equipment, vehicles, machinery, and other property necessary for the installation, maintenance, repair, replacement, upgrades, removal, and operation of the LTE Equipment, and for such inspections of the Denver Sites and/or LTE Equipment as set forth in Section D(5) above, all with notice to Denver as provided in Section B(3) above. Denver shall ensure that its personnel or agents provide ADCOM and its employees, agents, and designated contractors access to the Denver Sites as provided in this Section E(3) and in Sections B(1) and B(3) above.

4. Regularly Scheduled Maintenance. ADCOM, and its employees, agents, and designated contractors, shall perform all installation and regularly scheduled maintenance and repairs between the hours of 7:00 a.m. and 5:00 p.m., or as otherwise agreed by the Denver Manager of Safety or his/her designee.

F. NON-INTERFERENCE

1. Definition of Interfere. For purposes of this Section F, the term "*interfere*" refers to Harmful or Measurable Interference.

(a) "*Harmful Interference*" means radio frequency interference originating from equipment that measurably impairs the operation of the LTE Equipment or Denver's or Denver's lessees' radio receivers, transmitters, antennae, frequencies, or other equipment located at the Denver Sites (collectively, "*Denver's Equipment*"). Harmful Interference can be continuous or intermittent.

(b) "*Measurable Interference*" means the presence of interference that degrades receiver sensitivity by at least 3 dB during on/off testing. Except when the Parties mutually agree to extraordinary methods, reference receiver sensitivity shall be measured by 12 dB SINAD per TIA-603-C-2004 (analog) or by the standard bit error rate (5%) per TIA-102.CAAA-A2002 (digital).

2. Non-Interference of Equipment.

(a) In the performance and exercise of ADCOM's rights and obligations under this Agreement, the LTE Equipment shall not interfere in any manner with Denver's Equipment or

Denver's or Denver's lessees' use, maintenance, and operation of any Denver Site. ADCOM shall not use, operate, or maintain, or permit its employees, agents, or designated contractors to use, operate, or maintain, any portion of the LTE Equipment in such a manner as to interfere with Denver's Equipment; provided, however, that ADCOM shall not be responsible for the LTE Equipment's potential or actual interference with equipment Denver or a Denver lessee may wish to install after the LTE Equipment is installed.

(b) In the performance and exercise of Denver's rights and obligations under this Agreement, any of Denver's Equipment installed, replaced, or upgraded after the installation of the LTE Equipment at a Denver Site shall not interfere in any manner with the LTE Equipment. Denver shall not use, operate, or maintain, or permit its lessees, employees, or agents to use, operate, or maintain, any portion of Denver's Equipment installed, replaced, or upgraded after the installation of the LTE Equipment at a Denver Site in such a manner as to interfere with the LTE Equipment; provided, however, that Denver shall not be responsible for the Denver Equipment's potential or actual interference with LTE equipment ADCOM may wish to install after the original LTE Equipment is installed.

3. Radio Frequency Intermodulation Study. Prior to commencing operations from the Denver Sites, ADCOM shall conduct a radio frequency intermodulation study, at ADCOM's sole expense, to be conducted by a consulting engineer or other qualified expert mutually agreed upon by the Parties. A copy of the study shall be provided to Denver, and Denver may communicate directly with the engineer or other expert regarding the results of the study. If the results of the study show that any of the LTE Equipment or frequencies used therewith will cause interference as described in Section F(2)(a) above, and if such interference cannot be mitigated to Denver's satisfaction, then this Agreement shall terminate immediately, and neither Party shall have any further obligation under this Agreement.

4. Additional Frequency Studies.

(a) If a Party, based upon reasonable inquiry and evaluation, becomes aware of an actual or potential interference problem as described in Section F(2)(a) or F(2)(b) above, the Parties may agree to conduct an interference study including radio frequency measurements with the cost of such study to be divided equally between the Parties. Such study shall be conducted by a consulting engineer or other qualified expert mutually agreed upon by the Parties. In the event that the Parties, after negotiating in good faith, cannot agree on whether to conduct an interference study and/or the consulting engineer or other qualified expert to conduct the study, then either Party may, at its sole expense, conduct an interference study with the consulting engineer or other qualified expert of its choice.

(b) If the interference study obtained pursuant to Section F(4)(a) above demonstrates that there is an interference problem as described in Section F(2)(a) above, then ADCOM shall reasonably cooperate with Denver and Denver's lessees to mitigate such interference, as described in Section F(5)(a) below. If the interference study obtained pursuant to Section F(4)(a) above demonstrates that there is an interference problem as described in Section F(2)(b) above, then Denver shall reasonably cooperate, and shall cause its lessees to reasonably cooperate, with ADCOM to mitigate such interference, as described in Section F(5)(b) below.

5. Cooperation in the Event of Interference.

(a) In the event of interference with Denver's Equipment or at any Denver Site, as described in Section F(2)(a) above, ADCOM shall reasonably cooperate with Denver and Denver's lessees to diagnose and mitigate such interference, which may include temporarily reducing or shutting down ADCOM's transmit power, except that in no case shall ADCOM be required to take any action that will or may impair the performance of the LTE Network or ADCOM's operations such that, in ADCOM's sole discretion, the public safety may be jeopardized, endangered, or otherwise compromised, or that may adversely affect the rights of third party public safety entities using the LTE Network. If the interference cannot be mitigated to Denver's satisfaction, or if ADCOM for any reason fails to cooperate in the diagnoses and mitigation of such interference, then Denver may terminate this Agreement as provided in Section G(4)(b) below.

(b) In the event of interference with the LTE Equipment, as described in Section F(2)(b) above, Denver shall reasonably cooperate, and shall, to the extent allowable under existing agreements, cause its lessees to reasonably cooperate, with ADCOM to diagnose and mitigate such interference, which may include temporarily reducing or shutting down Denver's and/or its lessees' transmit power, except that in no case shall Denver or its lessees be required to take any action that will or may impair the performance of Denver's Equipment or Denver's or its lessees' operations such that, in Denver's sole discretion, the public safety may be jeopardized, endangered, or otherwise compromised. If the interference cannot be mitigated to ADCOM's satisfaction, or if Denver or its lessees for any reason fail to cooperate in the diagnoses and mitigation of such interference, then ADCOM may terminate this Agreement as provided in Section G(4)(b) below.

6. Interference with Call Sign WQQE234. Notwithstanding anything in this Agreement to the contrary, pursuant to ADCOM's requirements under the SMLA, in the event that ADCOM and Denver experience a conflict related to radio frequency interference with Call Sign WQQE234, and are not able to resolve the conflict within 30 days or such shorter or longer period as mutually agreed upon by the Parties, ADCOM shall refer the conflict to FirstNet, which shall have final authority in the resolution of such conflict.

G. GENERAL PROVISIONS

1. Effective Date. This Agreement is effective as of the date the last Party signs this Agreement.

2. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their directors, officers, and employees under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

3. Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue through December 31 of that calendar year. Thereafter, this Agreement shall be for one year,

automatically renewing, without notice, annually on January 1 and continuing through December 31 of each subsequent year. The annual automatic renewal shall include any amendments to this Agreement.

4. Termination.

(a) Termination on Transfer of LTE Equipment. Unless sooner terminated in accordance with the provisions of this Section G(4), this Agreement shall terminate upon transfer of ownership of all LTE Equipment to Denver by one or more Bills of Sale pursuant to Section D(1) above.

(b) Termination for Convenience. Either Party may terminate this Agreement at any time by written notice of termination to the other Party. Termination pursuant to this Section G(4)(b) shall become effective 90 days after the notice is deemed effective pursuant to Section G(6) below.

(c) Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party, at its option, may immediately terminate this Agreement or may treat this Agreement as being in full force and effect. If the non-defaulting Party treats this Agreement as being in full force and effect, the non-defaulting Party shall have the right to bring an action for specific performance or damages or both. Notwithstanding the foregoing, the defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 days after receiving a notice of default or termination.

(d) Subject to Availability of Funds and Lease Rights. The Parties expressly recognize that each of their rights and demands arising under this Agreement are contingent upon ADCOM's receipt of anticipated Grant funds and ADCOM's lease rights to operate on the 700 MHz public safety broadband spectrum ("**Lease Rights**"). In the event the Grant funds, Lease Rights, or any part thereof are suspended, terminated, or otherwise not available to ADCOM, ADCOM may immediately terminate this Agreement with no obligation or liability to Denver.

5. Removal of LTE Equipment on Termination.

(a) In the event this Agreement is terminated pursuant to Section G(4)(b) above, Denver shall allow ADCOM to access the Denver Sites for the purpose of removing the LTE Equipment. Notwithstanding the foregoing, if Denver requests that ADCOM transfer ownership of the LTE Equipment to Denver pursuant to Section D(1) above prior to or within 90 days after ADCOM's notice of termination pursuant to Section G(4)(b), Section D(1) shall survive termination.

(b) In the event this Agreement is terminated pursuant to any provision herein except for Section G(4)(a) or G(4)(b) above, Denver shall allow ADCOM to access the Denver Sites to remove the LTE Equipment.

6. Notice. Whenever under this Agreement one Party is required to give notice to the other Party, the notice shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

ADCOM: Adams County Communication Center, Inc.
Attn: Executive Director
7321 Birch Street
Commerce City, Colorado 80022

Denver: Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With copy to:
Denver City Attorney's Office
1437 Bannock Street, Rm. 353
Denver, Colorado 80202

Notices given by personal delivery are effective upon delivery. Notices sent by certified or registered mail are effective when received.

7. Assignment. A Party may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the other Party's prior written consent.

8. Non-Appropriation. Notwithstanding anything herein to the contrary, all direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (i) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for that fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of governmental powers by a Party; (iv) as a loan or pledge of the credit or faith of a Party or as creating any responsibility by a Party for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (v) as a donation or grant by a Party to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

9. Additional Terms.

(a) Rights and Remedies Not Waived. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of a subsequent breach of this Agreement, whether of the same or another provision.

(b) Inurement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns.

(c) No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. Any person or entity other than ADCOM or Denver receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

(d) Severability. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect.

(e) Conflict of Interest. No employee of Denver shall have any personal or beneficial interest in the services or property described in this Agreement. ADCOM shall not hire, or contract for services with, any employee or officer of Denver that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-15, *et seq.*, or the City Charter §§ 1.2.8, 1.2.9, and 1.2.12. ADCOM shall not engage in any transaction, activity, or conduct that would result in a conflict of interest under the City's Code of Ethics. ADCOM represents that it has disclosed any and all current and potential conflicts of interest. Denver, in its sole discretion, will determine the existence of a conflict of interest under the City's Code of Ethics and may terminate the Agreement in the event it determines a conflict exists, after it has given ADCOM written notice of the conflict.

(f) Legal Authority. ADCOM 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 this Agreement. Each person signing and executing the Agreement on behalf of ADCOM represents and warrants that he has been fully authorized by ADCOM to execute the Agreement on behalf of ADCOM and to validly and legally bind ADCOM to all the terms, performances, and provisions of this Agreement. Denver shall have the right to terminate this Agreement if there is a dispute as to the legal authority of either ADCOM or the person signing this Agreement to enter into this Agreement.

(g) Governing Law; Jurisdiction and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court in and for the City and County of Denver, State of Colorado.

(h) Attorneys' Fees. In any dispute arising from or relating to this Agreement, each Party shall bear its own attorneys' fees, costs, and expenses.

(i) Complete Agreement. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long it may continue, shall not be construed as an amendment or modification of this Agreement.

(j) Electronic Signatures and Electronic Records. This Agreement will not be effective or binding on Denver until it has been fully executed by all required signatories of the City and County of Denver, and if required by the City Charter, approved by the City Council. ADCOM consents to the use of electronic signatures by Denver. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. 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 this 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.

(k) Counterparts. This Agreement may be executed in several counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOWS]

**ADAMS COUNTY COMMUNICATION
CENTER, INC.**

William T. Malone, Executive Director

ATTEST:

Exhibit 1

DENVER SITE #1:

Denver Fire Department
Fire Station 10
3200 N. Steele Street
Denver, Colorado 80205

DENVER SITE #2:

Denver Fire Department
Fire Station 27
12927 E. Albrook Drive
Denver, Colorado 80239

DENVER SITE #3:

Denver Fire Department
Fire Station 29
4800 N. Himalaya Street
Denver, Colorado 80249

Contract Control Number: TECHS-201415173-00

Contractor Name: Adams County Communications Center Inc.
(ADCOM 9-1-1)

By: William T. Malone

Name: William T. Malone
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: Christine A. Borquez

Name: CHRISTINE A. BORQUEZ
(please print)

Title: Admin Secretary
(please print)



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 _____

