Verizon Wireless In-building Agreement

This In-building Agreement (the "Agreement") between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates, ("Verizon Wireless" or "Consultant") and the City of Denver ("the City"), governs the installation, maintenance and operation by Verizon Wireless of an in-building coverage system for use with Wireless Service provided by Verizon Wireless ("Wireless Service.") and the parties hereby agree as follows:

For purposes of this Agreement, "In-building Equipment" shall be defined as radio distribution or regeneration equipment, including repeaters, amplifiers, base station equipment, antennas and associated network devices, all provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service as shown on the attached Exhibits. This Agreement does not include the installation of roof-top antennas by Verizon Wireless.

- 1. The City grants Verizon Wireless a License (the "License") to install, maintain and operate In-building Equipment in the premises owned or leased by the City (the "Premises") commencing on July 1, 2018 and ending on July 1, 2028. The License may be terminated only as provided in this Agreement.
- 2. The City will provide Verizon Wireless access to or use of the Premises, as required by Verizon Wireless, for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include exterior antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
- 3. Upon reasonable advance notice from Verizon Wireless, Verizon Wireless may require access to the Premises during the City's business hours to install, operate, test, upgrade, maintain, add, replace and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless's network or services. The City shall also provide or arrange to provide prompt access to the Premises as requested by Verizon Wireless in emergency situations when in Verizon Wireless's opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Verizon Wireless's network or services. The City may accompany Verizon Wireless during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises. The City acknowledges that delays in providing access to the Premises for emergency repairs, maintenance and/or interference mitigation may cause service interruptions.
- 4. Verizon Wireless will deliver, install, test, operate, upgrade and maintain the In-building Equipment, either directly or using such subcontractors as Verizon Wireless may select. If the City is vacating all or part of the Premises, the City shall give Verizon Wireless thirty (30) days' prior written notice. If Verizon Wireless in its discretion opts to remove the In-building Equipment from the Premises being vacated, the City shall make all arrangements with its landlord or with other tenants, if necessary, to permit Verizon Wireless to remove the Equipment.
- 5. The City represents to the best of its knowledge that it owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein. If the City has knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, it will so inform Verizon Wireless so that Verizon Wireless may determine whether such equipment may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment until such time as the City corrects any condition that would be a breach of the above representations and warranties.
- 6. In consideration of the License, the City receives the benefit of enhanced Wireless Service coverage provided by the In-building Equipment. Unless otherwise agreed to in writing by Verizon Wireless, In-building Equipment remains Verizon Wireless's property and shall be operated and maintained solely by Verizon Wireless. Absent specific written agreement from Verizon Wireless, In-building equipment shall not become a fixture or a part of the real property where it is installed. The City shall so inform any current or future Party in Interest.
- 7. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides Wireless Service. Verizon Wireless shall not use any portion of the Premises in any way that causes measurable frequency interference with the operations of the City or any other party or occupant of the Premises present at the Premises as of the Commencement Date, including the operation of transmitting and receiving devices operated within their assigned frequencies and with FCC rules and regulations. The City shall ensure that any rights to use the roof of the Premises (including, without limitation, any rights to install antenna equipment), or any other lease or license for use of the Premises for communications uses, granted to third parties after the Commencement Date, shall not result in measurable frequency interference with the Facilities. The City shall use best efforts to prevent or stop such interference upon receiving notice thereof from Verizon Wireless. In determining such disputes, the underlying assumption is that the device installed later in time must have frequencies and operating characteristics that minimize interference with devices installed prior in time, but that all devices must be designed, maintained and upgraded to minimize interference with other devices in accordance with industry standards as they change from time to time. If the In-Building Equipment causes interference to any device installed prior in time, Verizon Wireless will take all steps necessary to correct and eliminate the interference. If this

interference is not eliminated within a reasonable length of time, not to exceed ten days, Verizon Wireless agrees, at the request of the City, to immediately cease causing the interference and to remove the Equipment from the Premises and this Agreement shall then terminate without further obligation on the part of the City or Verizon Wireless, except as expressly provided otherwise herein. If any equipment is installed subsequent to the Verizon Wireless In-Building solution, by the City or other third party, and such installation results in interference to other currently installed equipment, then the party installing such later equipment shall have the responsibility to abate any interference to prior installed equipment and devices. The provisions of this Article survive the expiration or earlier termination of this Agreement.

No modification, relocation, or other action taken with respect to the City's existing or Verizon Wireless's facilities for the purpose of identifying or ameliorating any radio frequency interference shall in any way affect the City's or Verizon Wireless's rights under this Agreement with respect to any such interference.

If the City experiences interference to its radio frequency operations on the City's property, or experiences radio frequency interference to its operations on the City's property, then the City and Verizon Wireless shall cooperate to conduct such joint testing as the City shall reasonably require as soon as practicable, and in any event within forty-eight (48) hours of the City's request, to identify the source of such interference.

The City shall cooperate with Verizon Wireless to identify the source of any interference of Verizon Wireless or any other party to the same extent to which Verizon Wireless is obligated to cooperate with the City. The City and Verizon Wireless will each keep its equipment within current FCC and manufacturer's technical specifications. Verizon Wireless shall pay for all costs associated with identifying and correcting the source of any interference caused by Verizon Wireless. If the cause of the interference cannot be determined or the parties cannot mutually agree on a remediation solution, Verizon Wireless shall have the unilateral right to remove its In-Building Solution and restore the area to its condition immediately prior to the in-building installation.

- 8. Upon written notice from the City to Verizon Wireless requesting that In-building Equipment be installed at other City locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of this Agreement, including the consideration set forth in this Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or reexecute this Agreement.
- 9. This Agreement shall become effective when signed by both Parties. This Agreement does not authorize the resale of Verizon Wireless's Wireless Service, whether on the City's Premises or elsewhere.

VERIZON WIRELESS	CITY OF DENVER
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

2

ATTACHMENT 1 to In-building Addendum

Customer Name: The City and County of Denver	
Premises Address: In-building Equipment to be installed at: 12025 East 45 th Avenue, Denver, Colorado	

Solution

ATTACHMENT 2 to In-building Agreement Denver City Clauses

- 1. <u>TERMINATION</u>: The City has the right to terminate the Agreement upon effective upon sixty (60) days prior written notice to the Consultant.
- 2. <u>EXAMINATION OF RECORDS</u>: 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.

3. INSURANCE:

- 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-"VII 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 and 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 mail. 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 2A**, 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.
- c. .<u>Additional Insureds</u>: For Commercial General Liability and Auto Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- **d.** <u>Waiver of Subrogation</u>: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.
- **e.** <u>Subcontractors and Subconsultants</u>: 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.

- 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.** <u>Commercial General Liability</u>: 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.** <u>Business Automobile Liability</u>: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

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

and

maintained by the City.

- (c) A provision that coverage is primary and non-contributory with other coverage or self-insurance
- (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.

4. <u>DEFENSE AND INDEMNIFICATION</u>

- 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.

5. 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.
- 6. 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).
- 7. <u>NO DISCRIMINATION IN EMPLOYMENT</u>: In connection with the performance of work under the 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 variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

8. 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.

Contract Control Number:	TECHS-201842663-00
Contractor Name:	Verizon Wireless
	By: Steve LeVar Name: (please print)
	Title: (please print)
	ATTEST: [if required]
	Ву:
	Name: Conne Misket (please print)



Title: Real Estate specialist (please print)

Contract Control Number:	
IN WITNESS WHEREOF, the parties ha Denver, Colorado as of	ve set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
<i>y</i>	By



Statement of Work for Verizon Wireless Headend Installs for 911P Passive DAS

The carriers will install LTE Headend equipment inside the Denver 911 Peoria Building at 12025 East 45th avenue. This will provide in-building enhancement for Verizon Wireless devices used inside 911 Peoria. The carrier headend equipment will interface with the City owned passive distributed antenna system (Diagram 1). The city will provide rack space and power in the Data Center (Diagram 2) for the carrier equipment.

Verizon backhaul will be through the City network via Fiber SM for dedicated VLAN back to their LTE Core.

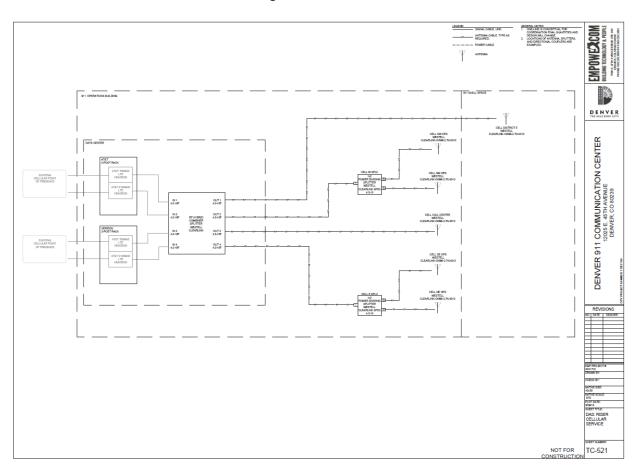
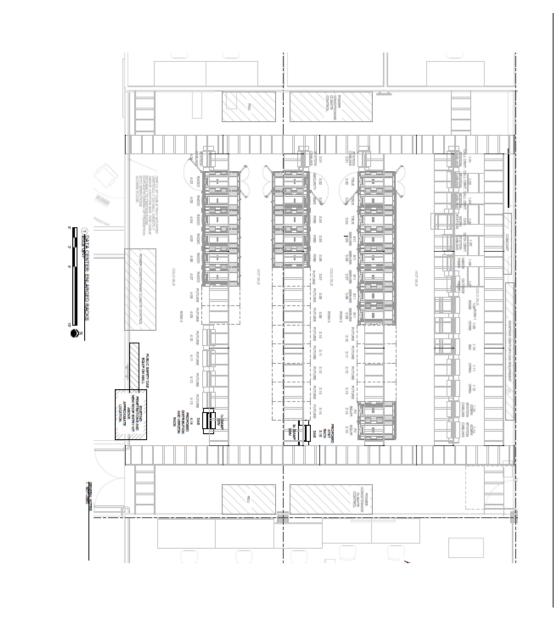
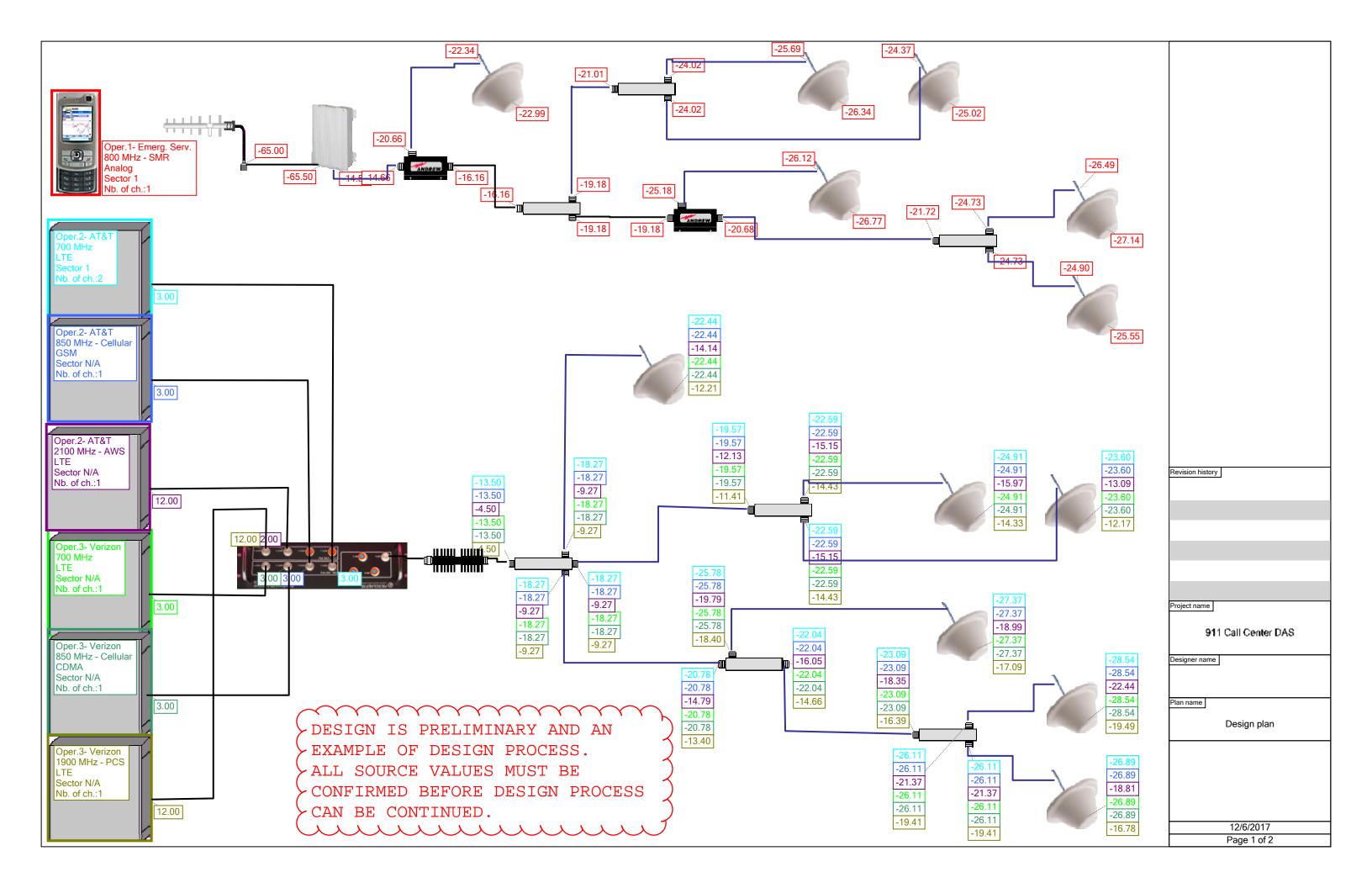


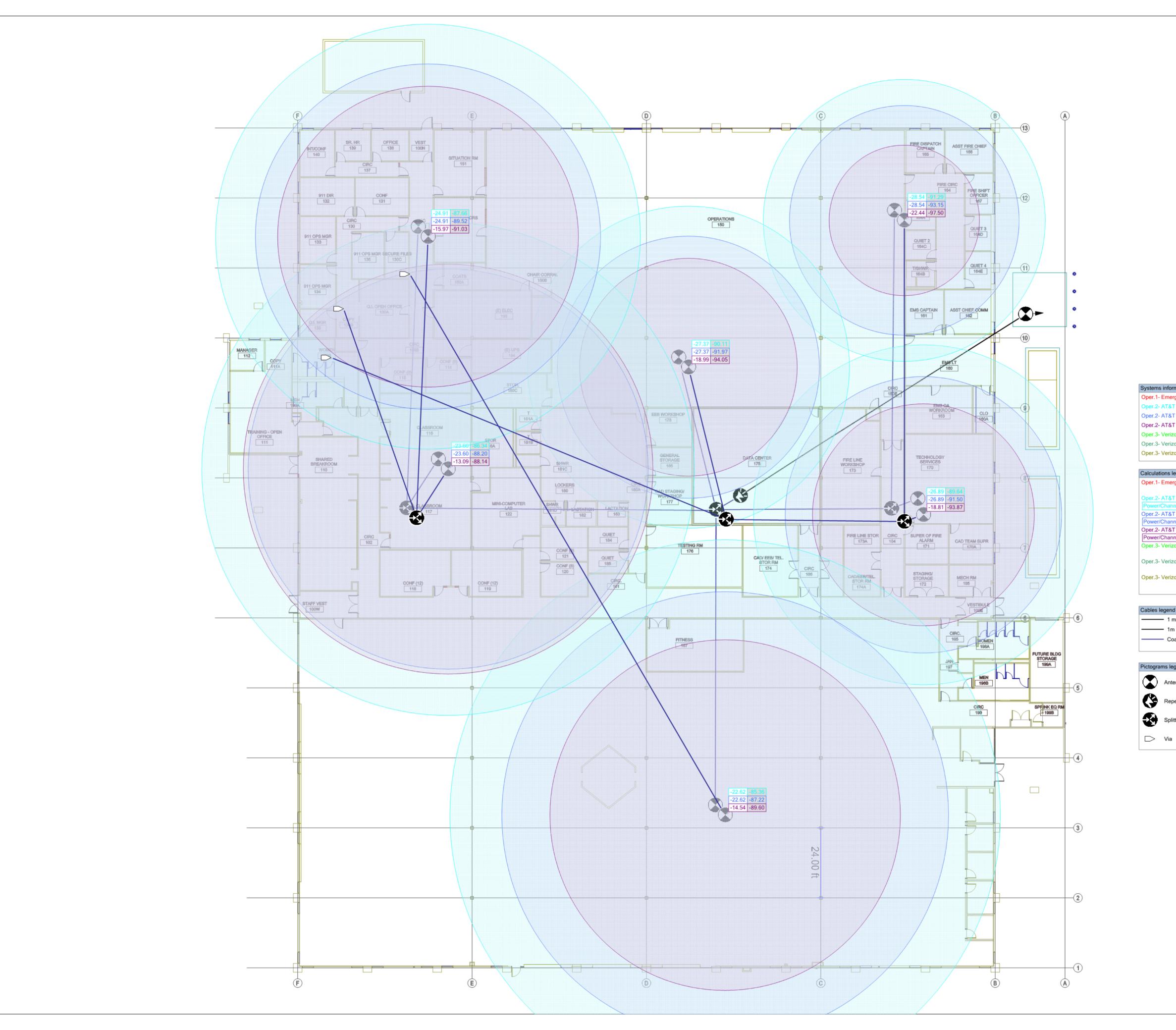
Diagram 1

Diagram 2



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DESIGN IS PRELIMINARY AND AN EXAMPLE OF THE DESIGN PROCESS. > ALL SOURCE VALUES MUST BE CONFIRMED BEFORE DESIGN PROCESS CAN BE CONTINUED.

Oper.1- Emerg. Serv. / 800 MHz - SMR - Analog / 1 Sectors Oper.2- AT&T / 700 MHz - LTE / 1 Sectors

Oper.2- AT&T / 850 MHz - Cellular - GSM / 1 Sectors

Oper.2- AT&T / 2100 MHz - AWS - LTE / 1 Sectors

Oper.3- Verizon / 700 MHz - LTE / 1 Sectors Oper.3- Verizon / 850 MHz - Cellular - CDMA / 1 Sectors

Oper.3- Verizon / 1900 MHz - PCS - LTE / 1 Sectors

Calculations legend

Oper.1- Emerg. Serv. - 800 MHz - SMR - Analog

Oper.2- AT&T - 700 MHz - LTE

Power/Channel [dBm] MS RSSI [dBm] (at 98.43 [feet])

Oper.2- AT&T - 850 MHz - Cellular - GSM

Power/Channel [dBm] MS RSSI [dBm] (at 98.43 [feet])

Oper.2- AT&T - 2100 MHz - AWS - LTE

Power/Channel [dBm] MS RSSI [dBm] (at 98.43 [feet])

Oper.3- Verizon - 700 MHz - LTE

Oper.3- Verizon - 850 MHz - Cellular - CDMA

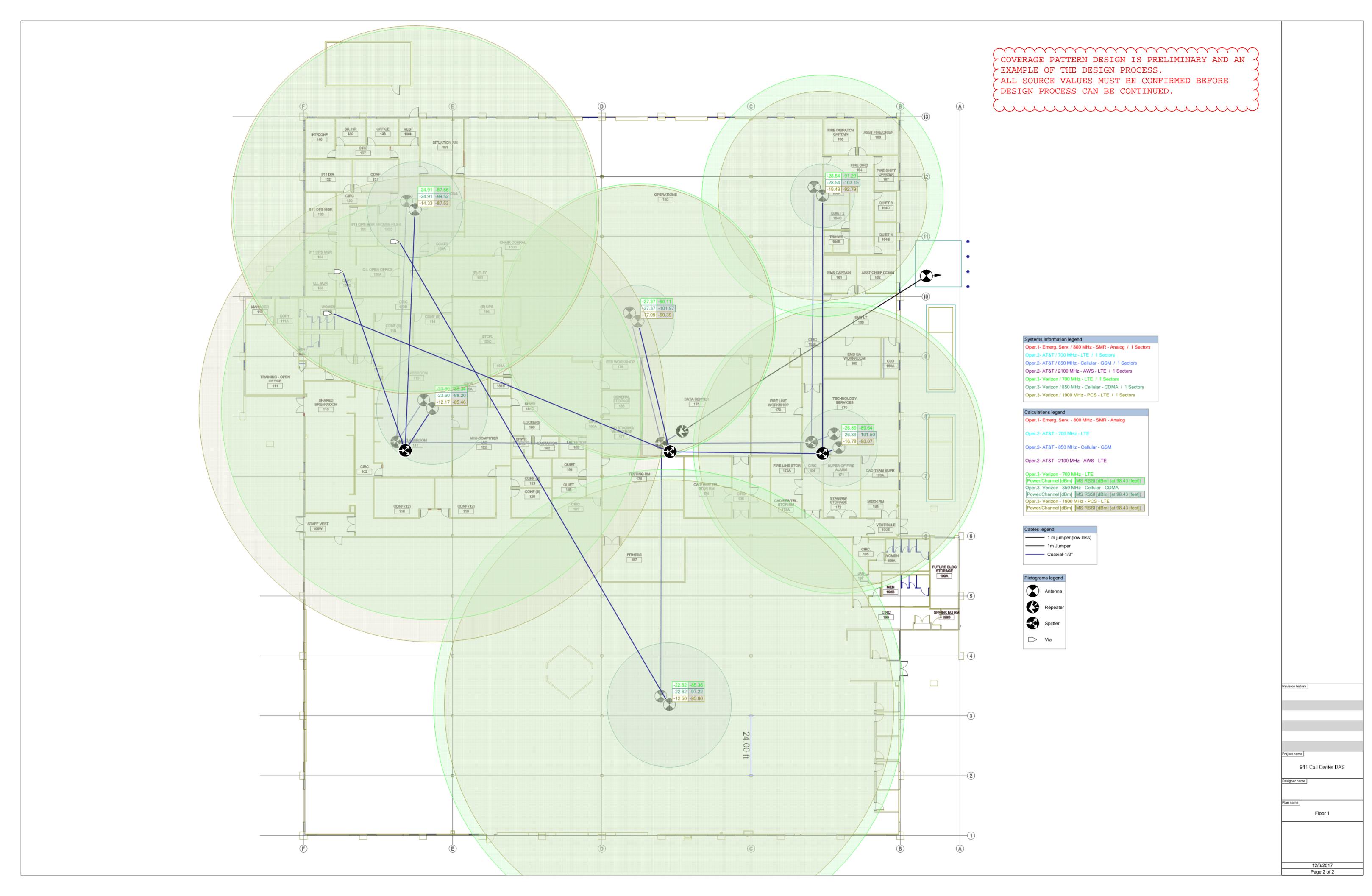
Oper.3- Verizon - 1900 MHz - PCS - LTE

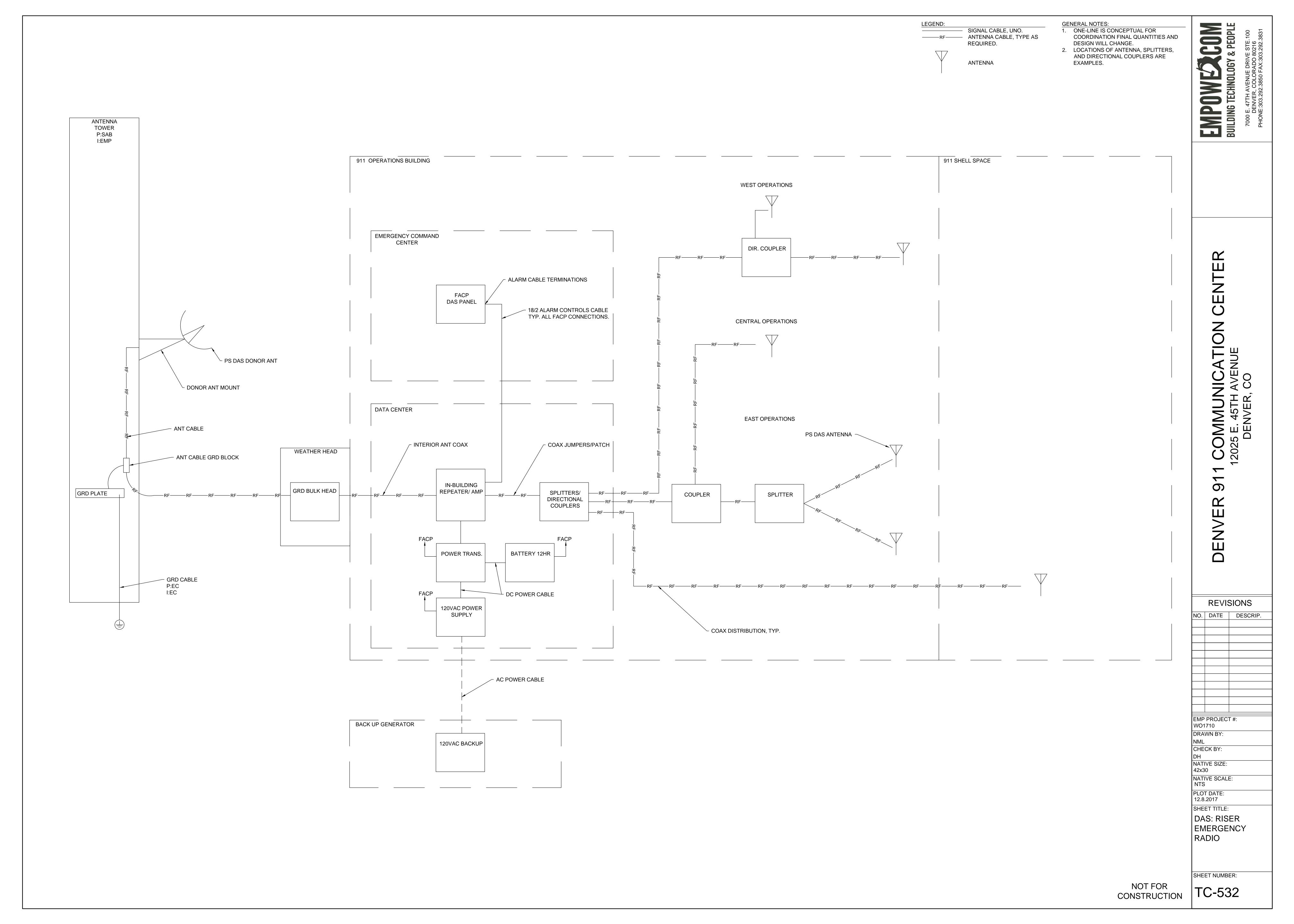
911 Call Center DAS

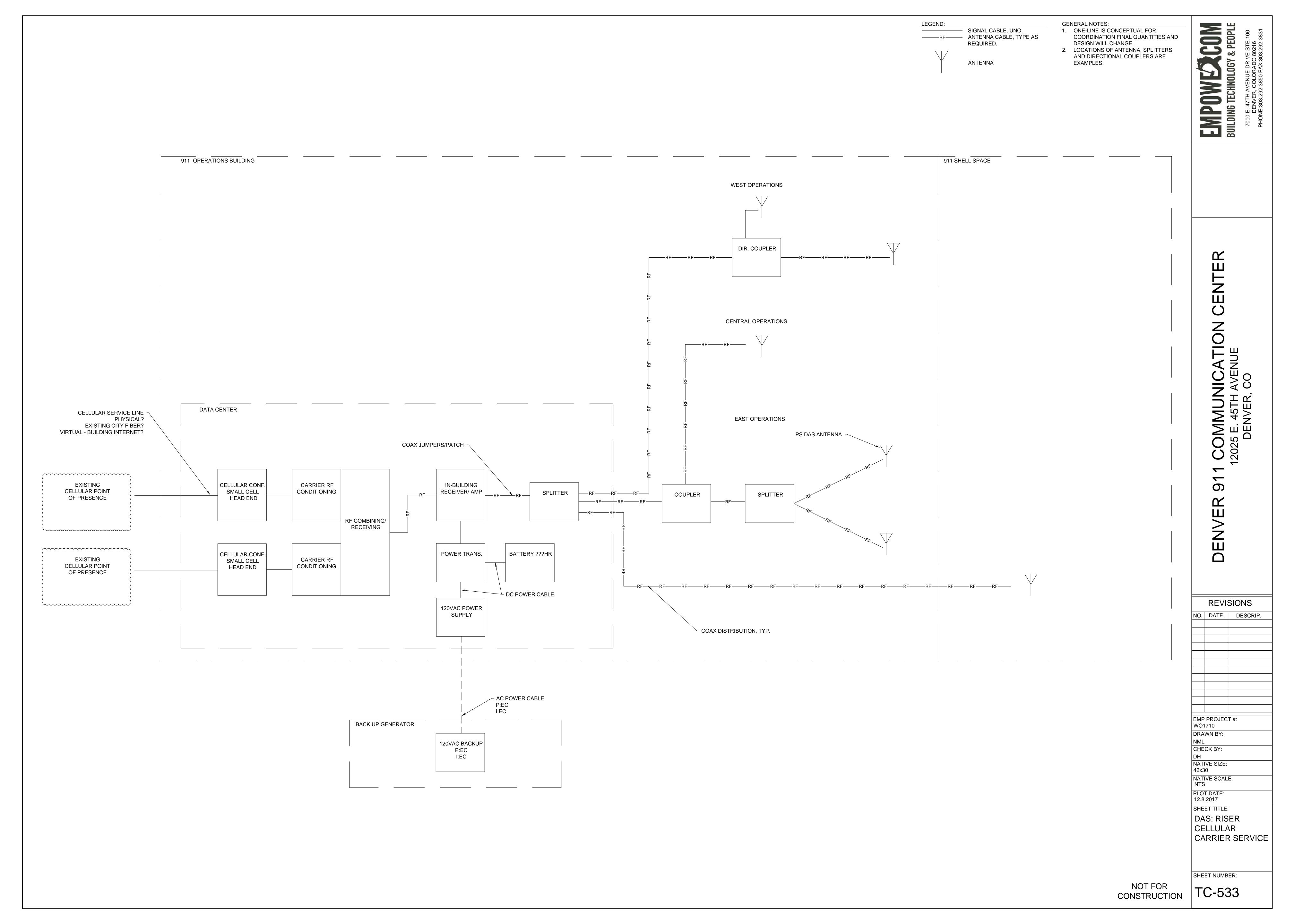
Designer name

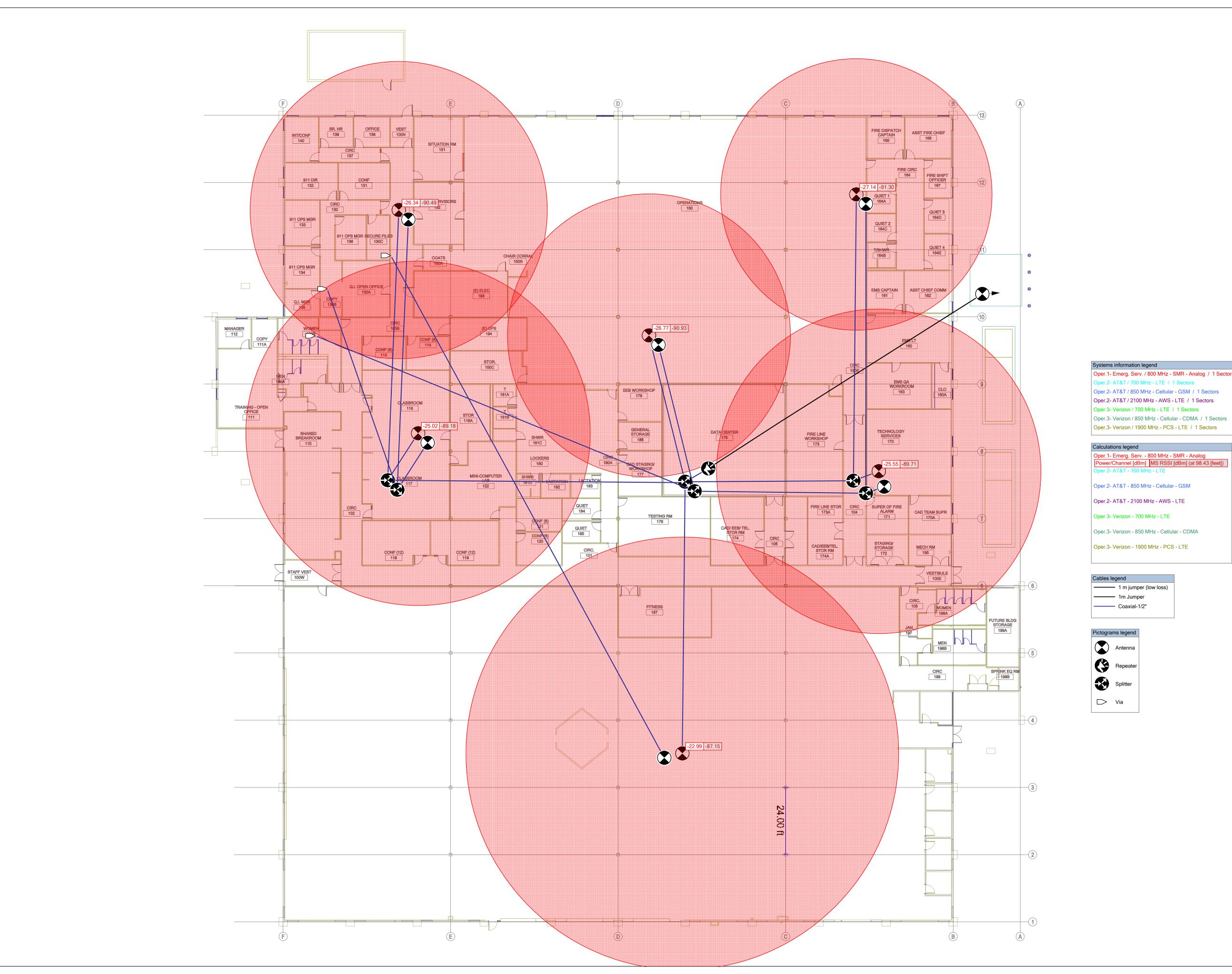
Floor 1

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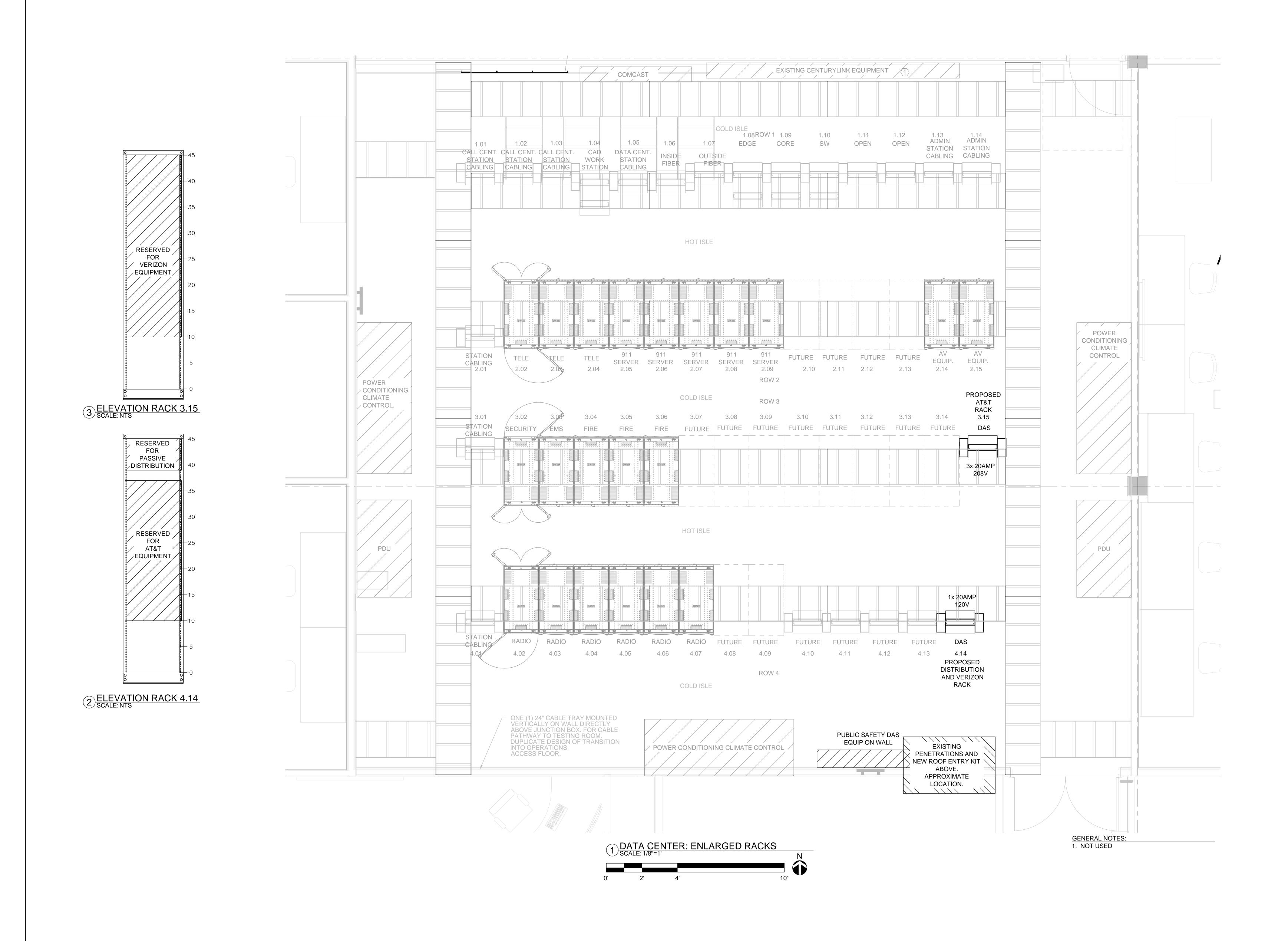
Oper.1- Emerg. Serv. / 800 MHz - SMR - Analog / 1 Sectors Oper.2- AT&T / 850 MHz - Cellular - GSM / 1 Sectors

911 Call Center DAS

Designer name

Floor 1

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EMPOWEXCOM
BUILDING TECHNOLOGY & PEOPLE
7000 E. 47TH AVENUE DRIVE STE. 100



DENVER
THE MILE HIGH CITY

ENVER 911 COMMUNICATION CE 12025 E. 45TH AVENUE DENVER, CO 80239

REVISIONS

DATE DESCRIP.

NO. DATE DESCRIP.

EMP PROJECT #:
WO1710
DRAWN BY:
DR
CHECK BY:

CHECK BY:
NML

NATIVE SIZE:
42x30

NATIVE SCALE:
1/2"=1'-0"

PLOT DATE:
5/25/2018

SHEET TITLE:

SHEET TITLE:
DAS:
ENLARGED DATA
CENTER

SHEET NUMBER:

TC-510