

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and \_\_\_\_\_, a \_\_\_\_\_ registered to do business in Colorado, whose address is \_\_\_\_\_ (“Licensee”), jointly “the parties.”

### RECITALS

1. The City and County of Denver, by and through its Police Department (“Denver Police Department” or “DPD”), is responsible for public safety and enforcement duties in accordance with City Charter and the Denver Revised Municipal Code.
2. In performance of its duties, DPD uses certain radio and communication equipment specifically to communicate with its officers and personnel in the protection of public safety.
3. The general public including news media agencies in and around the City and County of Denver has customarily accessed certain police and other safety radio communication transmissions on a limited basis for information purposes through the use of “police scanners” and similar devices.
4. DPD and other law enforcement agencies have determined the need to “encrypt” its radio and communication signals as means of protecting officer safety, tactical decisions, investigation details, suspect information, and victim privacy and confidentiality.
5. However, DPD and the City also recognize the vital role news media play in providing safety and other information to citizens of the City.
6. In an effort to continue to work collaboratively and cooperatively with news media agencies, DPD and the City are willing and able to provide a decryption “key” to Licensee subject to the terms and conditions of this Agreement between DPD and the City on the one hand and Licensee on the other. Licensee shall be responsible for obtaining its own radios.

### IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### 1. LICENSE FOR DECRYPTION; RESTRICTIONS:

A. Subject to the terms and conditions herein, the City hereby grants to Licensee a limited, revocable non-exclusive license to: (a) obtain and utilize a decryption “key” which will allow limited access to specific police channels and transmissions; and (b) the limited access to receive the transmissions, which shall only include Denver Police Department District Channels 1, 2, 3, 4, 5, and 6.

B. City shall remain the owner and sole controller for purposes of this Agreement of the specific decryption technology. Licensee will not reverse engineer or reverse compile any part of the decryption technology. Licensee will not in any manner tamper with or

attempt to remove or disable the decryption key or otherwise modify or tamper with the radio in a manner that disables the decryption.

C. (1) Licensee may at its sole expense and responsibility purchase radios capable of receiving DPD encrypted transmissions. The City has no obligation to provide, service or maintain any radios. The radios will be installed with Motorola® software, which encrypts the DPD transmission. The City will, on a “first come, first served” basis install the technology necessary to decrypt certain limited channels to allow the radios to receive DPD transmissions. The City will decrypt no more than two (2) radios for a single Licensee. No radio will be decrypted unless and until this Agreement is first fully executed by the City. The City shall provide the Licensee a date, time and location for installation of the decryption technology.

(2) City may in its discretion allow Licensee to borrow no more than one City-owned radio capable of receiving decrypted transmissions. Licensee shall be eligible to borrow a City radio only (a) after execution of this Agreement and (b) if Licensee has not already obtained its own radio. In such case, City shall provide the Licensee a limited time in which to borrow the radio until the Licensee obtains its own radio. Licensee is entitled to borrow a City-owned radio for no longer than \_\_\_\_\_ months, or upon such other agreed upon-time until Licensee obtains its own radio. Licensee shall be responsible for all damage (except for normal wear and tear) or loss regarding the radio until it is returned to the City. Use of the City-owned radio shall be subject to all applicable provisions of this Agreement.

D. The Licensee acknowledges DPD and the City’s assertion that DPD’s encryption of radio transmissions, the use of which by the Licensee are subject to the terms in this Agreement, is for the purpose of protecting public safety and health; protecting the safety of police officers and other police personnel; preserving the integrity of DPD investigations and suspect information; and protecting victim rights, privacy, and confidentiality. As a result, Licensee must at all times make commercially reasonable efforts to secure the radio from damage, theft, tampering, alteration, modification, misappropriation or use inconsistent with the Agreement. If a radio is stolen, lost, misplaced or damaged, the Licensee must immediately, but within no more than twenty-four (24) hours, contact the Electronic Engineering Department of the City and County of Denver. [insert contact information] Licensee is prohibited from selling or in any way transferring to anyone or otherwise disposing of the radio while decrypted.

E. As related to use of the radio and decrypted transmissions, Licensee is specifically prohibited from (1) using the transmissions for any criminal purposes; (2) disclosing, prior to the conclusion of law enforcement operational activities at the scene(s) to which the transmission relates, tactical details of the Denver Police Department or other law enforcement agencies in any manner that jeopardizes the safety of the community or law enforcement officers; or (3) broadcasting, streaming or otherwise publishing the transmissions in any manner that discloses the identity of alleged victims of sexual assaults and juveniles. No provision of this Agreement is intended to or shall be interpreted to supersede or conflict with any other laws, rules, regulations or procedures that prohibit interference with law enforcement activities, or that protect newsgathering and publishing activities. Notwithstanding the foregoing, this provision shall not prohibit (a) the publication, disclosure or use of any information, independently developed or received by the Licensee from a source other than the transmissions, or (b) the publication,

disclosure or use of the transmissions themselves, where lawfully obtained from a third party source, through an open records request, through a criminal justice records request, or other process.

**F.** None of the requirements, limitations or restrictions of this Agreement are intended in any way to control, limit or restrict the editorial judgment, discretion or decisions of the Licensee.

**2. TERM:** The term of the Agreement is from the date of execution by the City until terminated in accordance with the provisions of Paragraph 4.

**3. COMPENSATION:** The City shall not charge any fee for the decryption. However, if the City incurs any payment obligations, then 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 the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**4. TERMINATION; SUSPENSION:**

**A.** The City has the right to terminate or suspend this Agreement immediately upon any breach of this Agreement by Licensee. The City may immediately remotely re-encrypt the radio if the City in its sole discretion determines that the Licensee has failed to comply with Paragraph 1(E).

**B.** The City may terminate the Agreement upon thirty (30) days' prior written notice to the Licensee, with or without cause and in the City's sole discretion. The radio shall be re-encrypted upon the 30<sup>th</sup> day.

**C.** The City may terminate the Agreement under this Paragraph 4 if the Licensee no longer exists as a corporate entity performing news media agency activities. None of Licensee's contractual rights under this Agreement may be transferred to any person or entity consistent with Paragraph 1(D) of this Agreement, except as may be allowed pursuant to the assignment provisions of Paragraph 10.

**D.** City may immediately suspend or terminate the Agreement and decryption if the City determines, in its sole discretion, that decryption presents a safety risk to law enforcement officers or the public. Should the City exercise its right to terminate under this provision, the City will provide written notice to Licensee, but will re-encrypt the Licensee's radio(s) immediately.

**E.** If the City terminates or suspends the agreement with or without cause, the Licensee may file a written request for reconsideration to the Executive Director of the Department of Public Safety for the City and County of Denver ("Executive Director") within fourteen (14) days of the Licensee's receipt of Notice of the termination or suspension. It is within the Executive Director's sole discretion to determine if the agreement should be reinstated. The Executive

Director shall issue his or her written opinion within thirty (30) days of receiving the request for reconsideration. Unless otherwise determined by the Executive Director, the Agreement shall remain suspended or terminated during the pendency of the reconsideration.

**5. 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 directly pertinent books, documents, papers and records of the Licensee, involving the License and this Agreement until the latter of three (3) years after expiration of the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Licensee to make disclosures in violation of state or federal laws. Licensee shall at all times comply with D.R.M.C. 20-276.

**6. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

**7. INSURANCE:**

**A. General Conditions:** Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations and obligation provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof and for one (1) year 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 required policies is 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, contractor 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 Licensee. Licensee 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 Licensee. The Licensee 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. Proof of Insurance:** Licensee shall provide a copy of this Agreement to its insurance agent or broker. Licensee certifies that the certificate of insurance attached as Exhibit A, 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 Licensee'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. Waiver of Subrogation:** For all coverages required under this Agreement, Licensee's insurer shall waive subrogation rights against the City.

**D. Workers' Compensation/Employer's Liability Insurance:** Licensee shall maintain the coverage as required 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. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Licensee'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 Licensee executes this Agreement.

**E. Commercial General Liability:** Licensee 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.

**F. Media Professional Liability:** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

**G. Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**H. Additional Provisions:**

- (a) For Commercial General Liability, the policy must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs are outside the limits of liability;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when the obligations became effective, whichever is earlier.
  - (ii) Licensee 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 Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

## **8. DEFENSE AND INDEMNIFICATION:**

**A.** Licensee hereby 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 obligations 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 Licensee 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.** Licensee’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. Licensee’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.** Licensee will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall 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.

9. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

10. **ASSIGNMENT; SUBCONTRACTING:** The Licensee shall not assign any of its rights or obligations, or subcontract obligations, under this Agreement without obtaining the City's prior written consent, which consent will not be unreasonable withheld. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent, which it shall not unreasonably withhold, to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. The City will consider any reasonable request to enter into a new License Agreement if Licensee is sold, acquired, merged or otherwise transfers its other rights and interests to another new media agency, and retains the right and discretion to require a new license agreement, withhold consent to an assignment, or decline from entering into a new license. In the event of any unauthorized subcontracting or assignment: (i) the Licensee shall remain responsible to the City; (ii) no contractual relationship shall be created between the City and any subcontractor or assignee; and (iii) in its sole discretion terminate the Agreement.

11. **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 Licensee receiving benefits pursuant to the Agreement is an incidental beneficiary only.

12. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Licensee 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.

13. **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.

14. **SEVERABILITY:** Except for any provision of the Agreement that may require appropriation of funds 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.

15. **CONFLICT OF INTEREST:**

A. No employee of the City shall have any personal or beneficial interest in the matters described in the Agreement. Licensee 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, provided however that no provision herein is intended to nor shall it be construed as interfering or otherwise restricting a City employee or officer of the City from being a source of news or information to Licensee or the Licensee's newsgathering activities. The City, in its sole discretion, will determine the existence of a Conflict of Interest, as defined in D.R.M.C. §2-51, et seq., and may terminate the Agreement in the event it determines a Conflict exists, after it has given the Licensee written notice describing the Conflict.

16. **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 or the United States District Court for the District of Colorado.

17. **CITY'S CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A. **City Information:**

(1) "Proprietary Data" shall mean any materials, information, or documents 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, the Colorado Criminal Justice Records Act, or City ordinance, and provided or made available to Licensee by the City. For purposes of this Agreement, Proprietary Data shall include the specific software and technology used by the City to decrypt or re-encrypt the radios. For purposes of this Paragraph 16,

(2) Proprietary Data under this Paragraph 16(A) may be in hardcopy, printed, digital or electronic format. Proprietary Data shall not and does not include any information obtained by Licensee from broadcasts made over or using the City's encrypted communication devices and received by Licensee through and using the decrypted communication devices. Licensee acknowledges and accepts that disclosure of Proprietary Data by Licensee may be damaging to the City or third parties. Licensee agrees that all Proprietary Data, provided or otherwise disclosed by the City to Licensee pursuant to this Agreement shall be held in confidence and used only as consistent with this Agreement. Licensee shall exercise the same standard of care to protect such Proprietary Data as the Licensee would reasonably exercise to protect its own proprietary or confidential data.

B. **Use and Protection of Proprietary Data:**

(1) Regarding the decryption "key" and except as expressly provided by the terms of this Agreement, Licensee agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to,

distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or any part thereof to any other person, party or entity in any form of media for any purpose. Licensee further acknowledges that by providing data, Proprietary Data, the City is not granting to Licensee any right or license to use such data except as provided in this Agreement. Licensee further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data without written authorization from the City and will immediately notify the City if any information of the City is requested from the Licensee by a third party.

(2) Licensee agrees, with respect to the Proprietary Data, that: (1) Licensee shall not copy, recreate, reverse engineer or decompile such data, in whole or in part; and (2) Licensee shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data.

(3) It is the responsibility of the Licensee to ensure that all possible measures have been taken to secure the radios used in accordance with this Agreement, including controlled access to the physical location of the radios.

**C. Employees and Contractors:** Licensee will inform its employees, officers, contractors and any other person or entity reasonably within Licensee's control of the obligations under this Agreement, and all requirements and obligations of Licensee under this Agreement shall survive the suspension or termination of this Agreement. It shall be Licensee's sole responsibility to determine which employees, officers and contractors need to be informed and which do not, subject to the applicable terms of this Agreement. Licensee shall not disclose Proprietary Data to contractors unless such contractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**D. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data. Licensee is fully and solely responsible for the condition of its radio both before and after any decryption or re-encryption. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, loss of use of hardware or equipment, the costs of recovering such programs or data, the cost of any substitute program, the cost of repair of hardware or equipment, claims by third parties, or for similar costs. If discrepancies are found, Licensee agrees to contact the City immediately.

**E. Licensees's Information:** To the extent applicable in this Agreement, the City understands and agrees that the Licensee's software and documentation including, but not limited to, source code, object code, the interface requirements document(s), acceptance test procedures, the software design, structure and organization, software screens, the user interface that may be a part of any radio the Licensee purchases (collectively "Licensee Confidential Information") are either the property of the Licensee through license from the manufacturer and/or seller of the radio, or property of the manufacturer, lessor, or supplier. The City will have limited access to Licensee Confidential Information including any copies thereof and any documentation related

thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the rights and obligations granted hereunder, and except as required by the parties. However, City will not keep or store Licensee Confidential Information in any manner, form or medium for any reason unless the Licensee is first notified.

**18. LEGAL AUTHORITY:** Licensee 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 Licensee represents and warrants that he has been fully authorized by Licensee to execute the Agreement on behalf of Licensee and to validly and legally bind Licensee 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 Licensee or the person signing the Agreement to enter into the Agreement.

**19. 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.

**20. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement that by reasonable implication contemplate continued performance, rights, or compliance beyond termination of the Agreement survive the Agreement and will continue to be enforceable.

**21. INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**22. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**23. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**24. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

**25. 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 Licensee at the address first above written, and if to the City at:

Manager of Safety,  
1331 Cherokee Street,

Room 302,  
Denver, Colorado 80202

With a copy of any such notice to:

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

And if to Licensee at:

[Licensee name and address]

With a copy of such notice to:

[Licensee corporate counsel]

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.

**26. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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

**[SIGNATURE PAGES TO FOLLOW]**