MEMORANDUM OF UNDERSTANDING

Between
Governor's Office of Information Technology, (OIT)
Public Safety Communications Network

And the
Roaring Fork Transit Authority

1. Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and among the Roaring Fork Transit Authority, 51 Service Center Road, Aspen, CO. 81611, hereinafter referred to as the "Receiving Agency" and the State Of Colorado, Governor's Office of Information Technology, Public Safety Communications Network, 601 East 18th Avenue, Denver, CO 80203, hereinafter referred to as the "State", and jointly referred to as the "Parties".

2. Purpose:

This MOU shall define the framework for allowing the State and the Receiving Agency to benefit from State supported and planned upgrades and updates of public safety statewide digital trunked radio (DTR) system software. This MOU shall specifically address a series of five (5) planned software upgrades from SR 7.14 through SR 7.25 on equipment owned by the Receiving Party at RF sites and dispatch centers owned or controlled by the Receiving Party.

The Parties have functionally connected their respective Radio Systems and this MOU documents the sharing of resources to the mutual benefit of all Parties.

3. Statement of Mutual Interests and Benefits:

The Parties, through cooperation in the DTR system, provide a public safety communications capability serving state agencies and participating local, regional, Tribal and Federal government entities. It is in the best interest and for the greater benefit of all users of the DTR system to improve public safety communications by State, Local, Regional, Tribal and Federal Governments sharing resources and capabilities.

The sharing of communications resources are actions that may substantially reduce costs and enhance interoperable communications for local, county, state, tribal and federal public safety providers.

DTR system upgrades and enhancements performed in concert and across the system provide the greatest benefit and advantage to all DTR system users. As part of its participation in the DTR system, the State is seeking to improve public safety communications across the state by providing a series of system wide software upgrades to the shared resources and capabilities. The State has

appropriated and budgeted funds for such DTR system software upgrades, and the State will proceed with the upgrades regardless of the existence or termination of this MOU.

Maintaining DTR system consistency and stability are critical to the reliable performance of the system statewide. In order to maintain system software consistency, routine MOTOPATCH software patches and system security updates provided by Motorola, and downloaded to the State's Master Zone, will be pushed to all connected DTR system components by the State engineering staff.

4. Cooperators Agree:

4.1 The installation of DTR system software upgrades on Receiving Agency owned computer equipment at RF sites and in dispatch centers in no way changes Receiving Agency ownership or otherwise alters control of Receiving Agency owned equipment. Receiving Agency reserves the right to refuse the installation of DTR system software upgrades on Receiving Agency owned equipment at RF sites and in Receiving Agency dispatch centers. It is understood that by refusing installation of DTR system software upgrades Receiving Agency risks the loss of public safety communications interoperability, and in some cases operability, capabilities currently offered by the DTR system. Receiving Agency fully and completely understands that all integrated components of the DTR system must operate on the same System Release software version. Refusal of the installation of this software upgrade will make any component not receiving the software upgrade/s incompatible with the DTR system. Receiving Agency DTR system components identified as incompatible with the DTR system will require disconnection from the Master Zone.

4.2 Unless specifically authorized in this MOU, neither Party, nor their representative shall adjust, maintain or otherwise touch equipment owned by another without written agreement to do so prior to adjustment, maintenance or other action taking place.

4.2.1 Receiving Agency is fully and completely responsible for ensuring its hardware meets Motorola specifications to remain operational with the new System Release software. Equipment malfunctions due to software upgrades provided by the State for this system wide upgrade shall be reported to the Receiving Agency's authorized Motorola Dealer for service or repair. The Service Level Agreement (SLA) located in the CCNC Policy and Procedure Manual (http://www.ccncinc.org) shall be considered the standard for service and repair of defective or malfunctioning equipment or software.

4.3 Parties agree to establish and maintain safety and security guidelines for site user representatives to follow when accessing the sites.

4.4 State shall work in concert with Receiving Agency to plan and schedule installation of software updates. Every effort will be made to give ample time and opportunity for Receiving Agency to prepare for the State installation, testing and monitoring of the new software and equipment.

Receiving Agency understands and expects there will be limited disruption in service during the installation of software updates on dispatch console equipment and equipment at RF sites. State and its agents and contractors will make every effort to limit the disruption in service to the shortest duration possible.

4.5 Receiving Agency grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, easements and rights-of-way to install, test, and operate the software provided for in Exhibit A to this MOU; provided that proper advance arrangements are made with the Receiving Agency owning such buildings, easements and rights-of-way.

4.6 For purposes of this MOU, the State agrees to purchase and provide for the installation, testing, and monitoring of the DTR system software updates/upgrades from SR 7.14 to SR 7.25 as defined in the attached Exhibit A.

4.6.1 This MOU is inclusive of installation, testing, and monitoring of DTR system software updates/upgrades to Receiving Agency expansion transmitters/repeaters and dispatch console positions acquired during the full term of the MOU, at no additional cost to the Receiving Agency.

4.7 Receiving Agency agrees that acceptance of the DTR system software upgrade/s obligates the Receiving Agency to remain an active, connected, and integral partner of the DTR system for a minimum period of two (2) years from the completion and acceptance of each software upgrade. Software upgrades are scheduled to commence during the third quarter of calendar year 2017 and will occur biennially until the final software upgrade to SR 7.25 is completed in calendar year 2025.

4.7.1 Should the Receiving Agency elect to disconnect or otherwise cease participation with the DTR system prior to the agreed upon term, Receiving Agency shall be responsible for reimbursement to the State for an apportioned cost of the DTR system upgrade cost incurred by the State during this system-wide upgrade.

4.7.1.1 State investment in this series of five (5) upgrades specifically provided to Receiving Agency infrastructure is: $ 31,850.00

4.7.1.2 Apportioned cost shall equate to $ 6,370.00 for each of the five (5) scheduled software upgrades taken by the Receiving Agency.

4.8 Motorola MCC7500 console hardware upgrades may be required for continued operation on one or more of the new system software platforms. It is the full responsibility, and at the sole expense, of the Receiving Agency to upgrade their console hardware to be compatible with the new system software prior to each of the system wide software upgrades.

4.9 Logging recorders not supported by Motorola may require hardware and/or software upgrades for continued operation on one or more of the new system software platforms. It is the full responsibility, and at the sole expense, of the Receiving Agency to upgrade their logging recorder hardware and/or software to be compatible with the new system software prior to each of the system wide software upgrades.

5. Term:

The term of this MOU shall begin upon final signature on the document and shall expire on June 30, 2025.

5.1 Receiving Agency participation in each of the planned upgrades will be executed through an Option to Participate Letter of substantially the same form as the attached Exhibit B. The State shall provide the Receiving Agency with the Option Letter required for participation in the scheduled upgrade. The Option Letter shall define the software upgrade for which the Receiving Agency wishes to participate. The Receiving Agency is under no obligation to participate in any future software upgrades, as defined in Section 4.1 above.

5.2 Scheduled system software upgrades will be published in advance. The State will contact the Receiving Agency directly with information and details pertaining to each of the scheduled software upgrades.

6. Insurance:

Each Party shall at its sole cost and expense, obtain insurance or self insure, its inventory, equipment, and all other property associated with this equipment against loss resulting from fire or other casualty.

7. Control and Possession of Systems:

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment and this Agreement shall not be construed to grant any Party any rights of ownership, control, or possession of the other Party's systems or equipment, other than those which may be specifically set forth herein or in exhibits hereto.

8. Nondedication of Equipment:
The Parties do not intend to dedicate, and nothing in this Agreement shall be construed as constituting a dedication by any Party of its rights, or equipment, or any part thereof, to the other Parties or any customer or member of the other Party.

9. Uncontrollable Forces:

No Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the Party affected including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. Any Party rendered unable to fulfill any obligation under this Agreement by reason of uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

10. Notices.

Any notice, demand or request pursuant to this Agreement herein shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, acknowledged by an email with a delivery and/or read receipt attached, or sent by national overnight delivery service, postage prepaid addressed to the other Party's principal offices.

10.1 Notices to the State shall be sent to: State of Colorado, Governor's Office of Information Technology, Communication Services, 601 East 18th Avenue, Suite 250, Denver, CO 80203

10.2 Notices to Receiving Agency shall be sent to: Roaring Fork Transit Authority, 51 Service Center Road, Aspen, CO. 81611

11. Binding Obligations.

All of the obligations set forth in this Agreement shall bind the Parties and their successors and assigns, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this Agreement.

12. Fund Availability

Financial obligations of the Parties payable after the first fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

13. Future Obligations.

Receiving Agency shall not plan for, or otherwise expect the State to provide future system wide software upgrades beyond the software upgrade defined in this MOU. State is not obligated in any way to provide future software upgrades to Receiving Agency DTR system components.

14. GOVERNMENTAL IMMUNITY.

Both the Receiving Agency and the State are public entities within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, et seq., as applicable now or hereafter amended.

THE PARTIES HERETO HAVE EXECUTED THIS MOU

Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf and acknowledge that the Parties are relying on their representations to that effect.

ROARING FORK TRANSIT AUTHORITY By: _____ Title: _____ Date: _____	**GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY** Suma Nallapati, Secretary of Technology and State Chief Information Officer _____ By: Brenda Berlin – Deputy Chief Information Officer and Chief Financial Officer Date: _____

Exhibit A

RECEIVING AGENCY SITES AND DISPATCH CENTERS

At the Receiving Agency Radio Frequency (RF) site and dispatch center the Receiving Agency shall:

1. Assist in coordination with the State Public Safety Communications Network (PSCN) engineers and technical staff and their associates for the installation of DTR system software upgrades at Receiving Agency RF sites and facilities.

2. Authorize State PSCN technical staff and their agents and/or associates required access to Receiving Agency RF sites and facilities for the purpose of installation, testing and monitoring of software.

3. Receiving Agency remains responsible for locally owned equipment.

4. Receiving Agency agrees to the below cost table.

ROARING FORK TRANSIT AUTHORITY DTR SR 7.14 through SR 7.25 Upgrade Pricing Breakdown						
	Per Unit Per Year	**Per Unit Per 2-Yr Upgrade**	**Per Unit 10-Year Period**	**Qty**	**Cost Per 2-year Upgrade**	**Full Term Cost**
Repeaters*	637.00	1,274.00	6,370.00	5	6,370.00	31,850.00
			Per Upgrade Cost		**6,370.00**	
			(5) Upgrade Full Term Cost			**31,850.00**

*Repeaters listed in above table are defined as being located at:

Glenwood (2)
Rifle (1)
Sunlight (2)

At the Receiving Agency RF site and dispatch center the State shall:

1. Make every effort to schedule and make ample notification to Receiving Agency of the date/s and time/s State and their agents may be expected to be on site to perform the necessary work to effect the upgrade of the Receiving Agency components of the DTR system.

2. Purchase and provision for all necessary personnel and equipment required for installation, testing and monitoring of DTR system software upgrades from SR 7.14 through SR 7.25.

3. In order to maintain system software consistency, the State remains wholly responsible for all software maintenance, including the authorization to push software patches and security updates to all DTR system components.

Exhibit B

OPTION LETTER

Date:	Original MOU CMS #:	Option Letter # 1	CMS Routing #

1) **OPTIONS**
   Roaring Fork Transit Authority Option to Participate only

2) **REQUIRED PROVISIONS**
   In accordance with Section 5.1 of the Original Contract routing number between the State of Colorado, Governor's Office of Information Technology**,** and the Roaring Fork Transit Authority ("Receiving Agency") hereby exercises its option to participate in the Statewide Digital Trunked Radio System software upgrade to Motorola System Release 7.16 planned for September 2017 and ending December 2017 at a cost/price specified in Exhibit A.

3) **Effective Date**. The effective date of this Option to Participate Letter is upon signature of the Receiving Agency.

ROARING FORK TRANSIT AUTHORITY

By:_____

Title: _____

Date:_____