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**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF COMMERCE CITY, ADCOM911, AND ADAMS COUNTY FOR
A SHARED REGIONAL FIBER INFRASTRUCTURE**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into effective this 12th day of June, 2008 by and between the City of Commerce City, located at 7887 E. 60th Avenue, Commerce City, Colorado 80022 ("Commerce City"), ADCOM911, located at 7321 Birch Street, Commerce City, Colorado 80122, and Adams County, Colorado, located at 450 S 4th Ave, Brighton, Colorado 80601 ("Adams County") herein collectively referred to as "the Parties".

RECITALS

WHEREAS, the Parties have a mutual interest in improving the data and communication services for the law enforcement agencies servicing Adams County; and

WHEREAS, the parties have a mutual interest in sharing a regional fiber infrastructure that shares conduit, right-of-way and fiber strands among the agencies of Commerce City, ADCOM911 and Adams County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements by and between the Parties, it is agreed as follows:

1. Purpose. The purpose of this MOU is to set forth and define the understandings by and between the City of Commerce City, ADCOM911, and Adams County for developing the first phase of the Shared Adams County Regional Fiber Infrastructure (SACRFI) as depicted in Exhibit A.
2. No Commercial Use. The parties agree that any cable, fiber strands, conduit, or other assets installed as a result of this MOU shall be used solely for governmental purposes and shall not be used for commercial purposes.
3. Responsibilities of Commerce City. The City of Commerce City shall, pursuant to this MOU:
 - ⇒ • Grant ADCOM911 and Adams County future access to the City's existing conduit pathway to pull through, at their expense, a 96 strand fiber cable from the Commerce City Recreation Center ("Recreation Center") to 104th Ave and Hwy 2 (segment C1, Exhibit A).
 - ⇒ • Grant ADCOM911 and Adams County temporary use of 6 strands of Commerce City's existing fiber between the Recreation Center location and the northern most point of Commerce City fiber construction, up to E 104th Avenue (segment C1, Exhibit A). Temporary use of the 6 strands of Commerce City's existing fiber shall be until the future 96 strand fiber cable from the Recreation Center to 104th Ave and Hwy 2 is installed, or December 31, 2011, whichever comes first.

- Maintain the C1 segment, including a 24hour x7day a week x 365 day a year break-fix contract that meets the minimum standard as defined in exhibit B
- Be the coordinating agency and have final approval authority for any work performed on segment C1.
- Have the right to specify the vendor for any work performed on segment C1.
- Be responsible for all repair costs on the C1 segment with exception of the splice costs of any fiber strands owned or used by ADCOM911 and Adams County. Fiber ownership and use are defined in the fiber break-out schedule (Exhibit C)
- Be responsible for all locates on the C1 segment
- Use 2 fiber strands of the 32 strands provided by ADCOM911 in segment A1 to provide connectivity to ADCOM911's network. The remaining 30 fiber strands will be used at the sole discretion of the City of Commerce City.

4. Responsibilities of ADCOM911. ADCOM911, by this MOU;

- Shall install a 96 strand fiber connection from the ADCOM911 facility to the Recreation Center (segment A1 in Exhibit A) in accordance with the project proposal in Exhibit D.
- Grants Commerce City full use, control and ownership of 32 of the 96 strands of fiber in segment A1.
- Grants Adams County full use, control and ownership of 32 of the 96 strands of fiber in segment A1.
- Maintain the A1 segment, including a 24hr x7 day a week x 365 day a year break-fix contract that meets the minimum standard as defined in exhibit B
- Be the coordinating agency and have final approval authority for any work performed on segment A1.
- Have the right to specify the vendor for any work performed on segment A1.
- Is responsible for all locates on segment A1.
- Grants Commerce City full use, control and ownership of 1/3 of the strands of any cable pulled through Commerce City's existing/future conduit, known as segments prefixed by the letter C.
- Agrees, for any future pull through in Commerce City conduit, to conform to Commerce City's fiber infrastructure standards.
- Grants Commerce City and Adams County the right to participate in and share the costs of any future cable pull-through of segment A1.

5. Responsibilities of Adams County. Adams County, by this MOU;

- Shall install a 96 strand fiber connection from the Adams County Justice Center to 104th and Hwy 2 (segment B1, Exhibit A) in accordance with the project plan.

- Grants Commerce City full use, control and ownership of 32 of the 96 strands of fiber in segment B1.
- Grants ADCOM911 full use, control and ownership of 32 of the 96 strands of fiber in segment B1.
- Maintain the B1 segment, including a 24hr x7 day a week x 365 day a year break-fix contract that meets the minimum standard as defined in exhibit B.
- Be the coordinating agency and have final approval authority for any work performed on segment B1.
- Have the right to specify the vendor for any work performed on segment B1.
- Is responsible for all locates on segment B1.
- Grants Commerce City full use, control and ownership of 1/3 of the strands of any cable pulled through Commerce City's existing/future conduit, known as segments prefixed by the letter C.
- Agrees, for any future pull through in Commerce City conduit, to conform to Commerce City's fiber infrastructure standards.

6. Effective Date and Termination.

Any party to this MOU may terminate its participation in this MOU by giving at least 120 days written notice prior to the termination date. In the event one party terminates its participation in this MOU, this MOU shall still remain effective with respect to the parties that have not terminated their participation.

Upon a party's termination, the non-terminating parties shall be deemed to have a non-revocable, perpetual license to use the 96 strand fiber cable and any other shared assets or infrastructure installed as a result of this MOU during the remaining lifetime of said fiber cable, assets, or infrastructure. Any borrowed fiber, but not the 96 strand fiber cable, shall be returned to its original owner in the event the original owner terminates its participation in this MOU.

7. Notices. Written notices required under this MOU and all other correspondence between the Parties shall be directed to the designated representative for the ADCOM911, Commerce City and Adams County and shall be deemed received when hand-delivered or three days after being sent by Certified Mail, Return Receipt Requested:

If to designated representative for Commerce City:

John Howard
Information Technology Director
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

If to designated representative for ADCOM:

Mike Brunswig
Project Manager
7321 Birch Street
Commerce City, CO 80022

If to designated representative for Adams County:

Kevin Beach
Project Manager
450 S 4th Ave
Brighton, CO 80601

Or to another addressee and address as may be designated in writing and delivered as provided above.

8. No Partnership or Agency. Notwithstanding any language in this MOU or any representation or warranty to the contrary, neither Commerce City, ADCOM911 nor Adams County shall be deemed or constitute a partner or joint venturer of the other. Neither Commerce City, ADCOM911 nor Adams County shall be the agent of the other and any actions taken pursuant to this MOU shall be deemed actions as an independent contractor of the other.
9. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person on this MOU. It is the express intention of the Parties that any person other than Commerce City, ADCOM911 and Adams County shall be deemed to be only an incidental beneficiary under this MOU.

Dated effective the day and year written above.

COMMERCE CITY:

CITY OF COMMERCE CITY, COLORADO

BY:

Gerald M. Flannery
Gerald M. Flannery, City Manager

ATTEST:

Laura J. Bauer
Laura J. Bauer, City Clerk



Approved as to form:

Robert R. Gehler
Robert R. Gehler, City Attorney

ADCOM911:

BY:

Bill Malone
Bill Malone, Director

Adams County:

BY:

Jim Robinson 7-23-08
Jim Robinson, County Administrator

APPROVED AS TO FORM
COUNTY ATTORNEY

D. Ebel

Proposed Adams County Regional Fiber Infrastructure

0 2,375 4,750 Feet 9,500 14,250 19,000

Legend

- Segment C1
- Segment A2
- Segment B1

Note: Segment A2 is not covered by M.O.U.

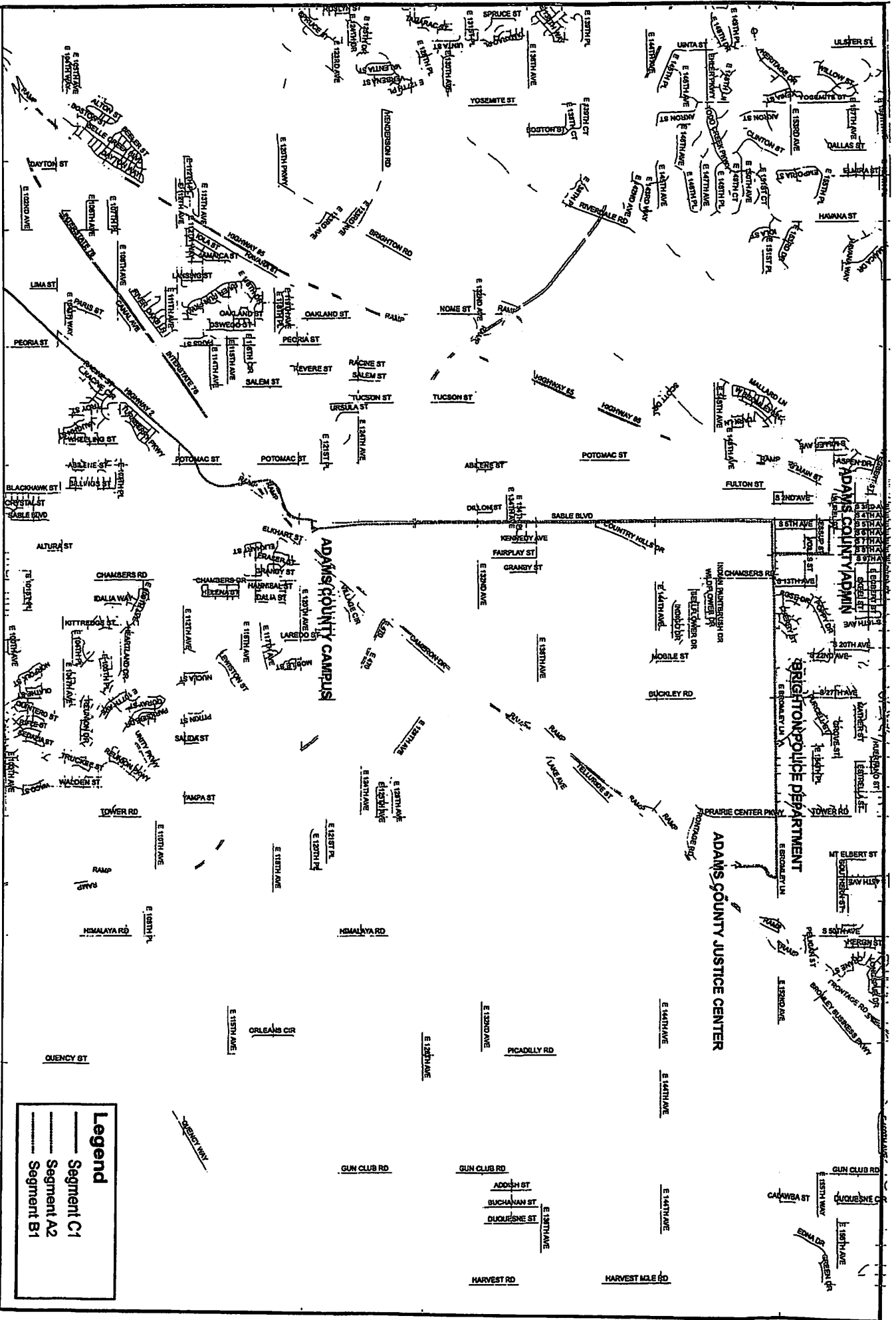


EXHIBIT B
Maintenance Contract
Minimum Break\Fix Standards

1. When notified of the failure by the Owner, the Contractor shall respond no later than one hour after notification by the City.
2. Upon arrival, the Contractor shall immediately evaluate the cause of the failure, and make preparations for permanent repairs. If permanent repairs cannot be made at that time, temporary repairs shall be completed within two hours. If the temporary repairs will take longer than two hours, the Contractor is to promptly notify the Owner, and provide an estimated completion time.
3. Permanent repairs must begin within two days of the completion of the temporary repairs, unless the repairs require equipment or material that is not readily available. In such a case, the Contractor is to notify the Owner of the time required to obtain the equipment or material.
4. All permanent repairs shall be tested to ensure that the repairs meet the Owner's specifications, and that all normal functions have resumed. Testing shall consist of bi-directional end-to-end OTDR testing at both 1310nm and 1550nm.
5. Prior to testing, the Contractor is to provide the Owner a minimum of 30 minutes notification. It shall be the Owner's responsibility to secure network equipment in preparation for this testing and to provide access for testing at the end of the 30 minute time span.
6. The Contractor shall supply the Owner with repair records which shall include the date and time the failure report was received, date and time of arrival on site, initial findings, date and time repair crews arrived on site, repairs completed, materials used, date and time repairs were completed, and additional notes as needed.
7. The Owner shall be provided with the test results documentation and repair records within one week of the test's completion.



W.L. CONTRACTORS, INC.
6435 WEST 55TH AVENUE
ARVADA, CO 80002

(303) 422-7985 (TEL)
(303) 422-3026 (FAX)
WWW.TEAMWL.COM

Exhibit 0

Adcom 911, Inc.
7321 Birch St.
Commerce City, CO 80022
Attn: Mr. Mike Brunswig

Mr. Brunswig,

W.L. Contractors, Inc. is pleased to submit the attached proposals for both defined paths of installation.

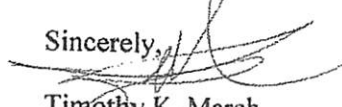
Through our many years of experience with the City of Commerce City, as the design consultant and installer of Commerce City's fiber system, and as Commerce City's maintenance contractor providing 24/7 maintenance and on-call fiber repair services, we are well aware of Commerce City's fiber specifications.

I have driven both fiber routes defined as part of your request for proposal. Both routes include RR crossings. Although no firm time line for completion has been provided by Adcom, it must be understood that RR crossings and required permits can add significant costs to a project and delay progress. Contractors which don't carry the required insurance may find RR insurance to be more costly than they anticipate. Required insurance includes umbrella insurance plus rider insurance which is project specific. Rider insurance must be obtained for each individual RR utility. Specifications and procedures for installation of conduit at each RR crossing may change based on the RR authority, age of the written specifications, and RR personnel overseeing the project. Limiting Adcom's cost, limiting the number of RR crossings, providing Commerce City's IT department with a redundant fiber path, and providing Commerce City's Traffic Department with an alternate route by which they can expand their traffic signal system may prove beneficial to all.

For pricing purposes we have priced the specified routes and are prepared to schedule work as defined. We currently carry the required umbrella insurance and have added required costs for rider insurance as part of our proposal. However, in our review of the site plan, based on relationships forged with Commerce City, CDOT, and Adams County, we believe that alternate routes may provide better opportunities while limiting Adcom's cost. Should Adcom want to consider other alternate routes, costs for feasibility studies may apply.

We thank you for considering us for this project and providing you with the opportunity to submit on it. We also understand that additional opportunities may exist as Adcom expands their system to connect with other agencies. As such, I have attached a partial reference list for your review. If you have any questions, please give me a call.

Sincerely,


Timothy K. March
Technical Manager
W.L. Contractors, Inc.
6435 West 55th Ave.
Arvada, CO 80002

W.L. Contractors, Inc.
References

W.L. Contractors, Inc. has provided construction and/or maintenance services to the following agencies with consulting, communications design, fiber installation, fiber repair, and fiber maintenance services being provided on an as needed basis.

<u>Agency:</u>	<u>Contact Person:</u>	<u>Contact Phone #:</u>
Adams County	Greg Haynes	303-853-7130
Arapahoe County	Jerry Maschka	720-874-6500
Black Hawk	Philo Shelton	303-582-2237
Boulder City	Joe Paulson	303-441-3289
Boulder County	Mike Thomas	303-441-3900
Broomfield	Tom Schomer	303-438-6398
Castle Rock	Dan Sailer	720-733-2470
Centennial	Jerry Maschka	720-874-6500
Commerce City	Glen Ellis	303-289-8172
Denver	Chris Lillie	720-865-4066
DIA	Joan Carpenter	303-342-2825
Douglas County	Larry Corcoran	303-660-7490
Elizabeth	Chris Lamay	303-646-4166
Englewood	Ladd Vostry	303-762-2511
Evans	Earl Smith	970-475-1110
Golden	Vince Auriemma	303-384-8156
Greenwood Village	Rich Weyman	303-708-6137
Jefferson County	Tim Murray	303-271-8495
Lafayette	Peter Johnson	303-665-5588
Lakewood	Jim Richey	303-987-7985
Larimer County	Bill Gleiforst	970-498-5707
Littleton	Craig Faessler	303-795-3867
Louisville	Craig Duffin	303-335-4602
Lone Tree	Jason Carr	303-662-8112
Northglenn	Heath Klein	303-450-8780
Parker	Dave Aden	303-840-9546
Superior	Judy Hauschulz	303-499-3675