AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
CWIN Memorandum of Understanding between Gunnison County and the State of Colorado, Governor's Office of Information Technology (OIT) Communication Services; Sharing of Building and Tower Space for CWIN Digital Trunked Radio and Microwave Equipment; 25-Year Term

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the State of Colorado

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Agreement to transfer ownership of Trunked Radio System equipment from Gunnison County to State of Colorado. Equipment was purchased through the CWIN grant. Maintenance, repair and replacement of this equipment is very expensive, and the state has offered to take ownership of equipment. Agreement also allows for State use of county-owned communications sites (buildings, towers and generators).

Fiscal Impact:

Submitted by: B. Lucero for S. Morrill **Submitter's Email Address:** Smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/11/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/11/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

CWIN MEMORANDUM OF UNDERSTANDING

Between

Gunnison County

and the

State of Colorado
Governor's Office of Information Technology, (OIT)
Communication Services

I. **THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into **as of the ____ day of _____, 201__,** by and among, Gunnison County, Colorado, hereinafter referred to as "Local Government" and the State Of Colorado, Governor's Office of Information Technology, Communication Services, 601 E 18th Ave, Suite 250, Denver, CO 80203, hereinafter referred to as the "State", and jointly referred to as the "Parties".

II. PURPOSE

Local Government and the State have entered into this MOU for the State to share Building and Tower space ("Tower") for CWIN Digital Trunked Radio ("DTR") & Microwave equipment ("Equipment") owned and located at several Local Government sites at various locations identified below:

1) at 38-31-27.5 N, 106-54-24.2 W in Gunnison County, Colorado, herein referred to as the W Mtn site;
2) at 38-17-11.8 N, 107-15-49.1 W in Gunnison County, Colorado, herein referred to as the Rose Ridge site;
3) at 38-42-46.9 N, 106-48-36.1 W , in Gunnison County, Colorado, herein referred to as the Comstock site
4) at 38-54-04.0 N, 106-58-25.0 W, in Gunnison County, Colorado, herein referred to as the Sunlight Ridge (aka Crested Butte) site

and the sharing of other resources necessary for the support of both Parties' systems.

III. AUTHORITIES

Colorado Revised Statute, Part 5 of Article 37.5 of Title 24.

IV. STATEMENT OF MUTUAL INTERESTS, BENEFITS AND CONSIDERATION

The parties acknowledge that sharing telecommunications facilities and services may substantially reduce costs and enhance communications performance. The Local Government acknowledges that the State has provided good and adequate consideration

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for this MOU and use of the Tower and Equipment as stated by providing installation, maintenance and casualty risk protection for the Tower and Equipment.

V. DEFINITIONS

A. CWIN DTR (Digital Trunk Radio) & Microwave Equipment refers to CWIN voice, data, channel banks, routers, hubs, bridges, radio base stations, repeaters, microwave networks, microwave batteries, chargers and antenna systems obtained through the CWIN grant process and listed on Attachment A.

B. Transfer refers to transfer of ownership of the Equipment listed in Attachment A from the Local Government to the State.

C. CWIN refers to the DoLA (Department of Local Affairs) Colorado Wireless Interoperability Network initiative making grant funds available thereby allowing local governments to apply for new DTR site infrastructure equipment.

VI. AFFIRMATION OF TITLE:

Local Government affirms that:

A. It owns and possesses the Equipment described in Attachment A,

B. It has good and complete right, title, and interest in and to the Equipment.

C. It has full authority to give, transfer and assign all right, title and interest in and to the Equipment.

D. The Equipment is free and clear of all encumbrances and restrictions.

E. To the best of the Local Government's knowledge, the Equipment has not been imported or exported into or from any country contrary to its laws.

F. It has authority to use the site, including but not limited to any necessary tower, building, right of way access and additional equipment as set out in Attachment B.

VII. The Local Government shall establish and provide the following, as needed:

A. Upon signature by both Parties to this MOU all of the Equipment listed in Exhibit A shall become the property and responsibility of the State. The Local Government's title and ownership of the Equipment shall automatically transfer to the State. The Local Government shall cooperate with the State to transfer such ownership including completing, signing and filing any necessary paperwork to effectuate the transfer.

B. Sharing tower space and building space with the State at the W Mtn, Rose Ridge, Sunlight Ridge (Crested Butte) and Comstock sites for a period of 25 years commencing upon the signature of this MOU by both Parties. The State shall not be

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required to pay any cash payment and the Local Government acknowledges that the State has provided other good and adequate consideration to the Local Government in exchange for the tower space and building space that is identified in this MOU as Attachment B.

C. Provide Electrical power to the W Mtn, Rose Ridge, Sunlight Ridge (Crested Butte) and Comstock sites at no cost to the State.

D. At the Sunlight Ridge (Crested Butte) site install a 4" pipe on the southwest corner of the equipment shelter, suitable for mounting the microwave dish currently installed on the tower and completing the Sunlight to Comstock microwave hop.

E. Agree to the initial filling and all subsequent generator fuel replenishment at no cost to the State. Generator fuel (Liquid Propane Gas or Diesel fuel) shall be filled to a minimum level of 70% prior to lack of site access in the winter season.

F. Replace solar batteries as applicable.

G. The Local Government agrees to transfer to the State all documentation, and share with the State all information, if any, with respect to ownership, display and restoration of the Equipment.

VIII. **THE STATE SHALL**:

A. After all of the Equipment listed in Attachment A becomes the property of the State, the State will provide maintenance and labor and supply all necessary parts to the Equipment for its useful life, as determined by the State.

IX. **THE JOINT PARTIES MUTUALLY AGREE THAT:**

This MOU provides for the installation, operation, and maintenance of the DTR and DTR microwave network equipment and sharing of technical expertise. In addition, shared facilities and sites established under this MOU, within Local Government or any Colorado State jurisdiction may require separate instruments between the affected parties.

A. The State shall have access to the sites for maintenance purposes at all times, twenty-four hours a day, 365 days a year, weather permitting. Special notification and access requirements in place for W Mtn and Sunlight Ridge, see Attachment B

B. Each Party will be responsible for the operations and maintenance of their own equipment except as otherwise noted in this MOU.

C. Each Party will be responsible for conducting good maintenance practices and ensuring good operating procedures at the Site.

D. When activity by the Parties would require the disruption of service, the scheduling of the disruption of service must be planned and coordinated to occur outside critical use periods. All affected Parties must be notified 48 hours prior to the planned disruptions

of service. In emergency situations, all affected Parties must be notified as soon as possible.

E. All Parties will manage frequencies assigned to them. In accordance with FCC (Federal Communications Commission), NTIA (National Telecommunications & Information Administration), and agency regulations, an interagency radio frequency agreement may be required for frequencies jointly used.

F. When necessary, both parties shall establish schedules to coordinate the installation, modifications, and updates of facilities, networks, and equipment.

G. When necessary, both parties shall establish and coordinate security guidelines to follow when accessing facilities.

X. SPECIAL TERMS AND CONDITIONS:

A. Irreconcilable disputes will be resolved through joint decisions by the County Commissioners for Local Government and the Public Safety Communications Network Manager for the State of Colorado.

B. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

C. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing.

XI. TERMS OF MOU

A. The term of this MOU is for a period of twenty-five (25) years upon signature of this MOU by both Parties.

B. This MOU may be modified (renegotiated, extended, or renewed) at the request of either or both Parties and such modification must be in writing duly executed by both Parties. If this MOU lapses with no action is taken by either party the terms may continue without modification for a period up to of three (3) years. During the lapse period this MOU may be renewed or extended as if it had not lapsed.

C. The State is responsible for keeping an accurate inventory of what Equipment is maintained at the sites.

D. Any change to any tower, tower space, building or building space as defined in

Attachment B during the twenty-five (25) year period of this MOU including, but not limited to, replacement of the tower, request to move the equipment on the tower, replacement of the building or request to move the equipment in the building must be preceded by a duly executed written amendment signed by both parties.

XII. TECHNICAL CONTACTS:
(Contact information can be changed by written notice to the other party.)

Local Government Contact:

Scott Morrill	
Gunnison County Emergency Mgt	
510 W. Bidwell, Gunnison CO 81230	
Cell 970-275-1370 Office970-641-2481	
smorrill@gunnisoncounty.org	

State Contacts:

Governor's Office of Information Technology	Governor's Office of Information Technology
Communication Services	Communication Services
Attention: PSCN DTR Manager	Attention: PSCN DTR Program Manager
601 E 18th St, Suite 250, Denver, CO 80203	601 E 18th Ave, Suite 250, Denver, CO 80203
(303) 764-7967	(303) 764-7980

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Contract Routing Number

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.**

GUNNISON COUNTY GOVERNMENT By: Title: _____ *Signature Date: _____	**GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY** Suma Nallapati, Secretary of Technology and State Chief Information Officer _____ By: Signature - Authorized OIT Representative Date: _____
	LEGAL REVIEW John W. Suthers, Attorney General By: _____ Signature - Assistant Attorney General Date: _____

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ATTACHMENT A

At the W Mtn and Comstock DTR sites (with connecting microwave equipment on the State site at Cupola) the Equipment referred to in this MOU consists of the following:

1. Microwave dish(s) connected on the Tower with attached coax or waveguide and ground kits installed at the appropriate locations along with lightning protection devices.

2. At each of the W Mtn, Rose Ridge, Comstock and Cupola sites: One rack of microwave transceivers, chargers, batteries and associated microwave power devices in the building connected to the coax from the antennas and attached to the buildings electrical power. This is inclusive of the Adtran multiplexer and the Telect chassis and cards.

3. At each of the W Mtn, Rose Ridge, Comstock and Cupola sites: All microwave batteries, charger and associated power devices.

W Mtn Microwave equipment list

Eltek Rectifier - S/N 001641200059 and batteries
MDR8000 Microwave to Cupola - S/N 117-5958-202R2
MDR8000 Microwave to Rose Ridge - S/N 117-5952-202R1

CUPOLA Microwave equipment list

MDR8000 Microwave to W Mtn - S/N 117-5958-203R1
MDR8000 Microwave to Comstock – S/N 117-5954-203R2

Comstock Mountain Microwave equipment list

Eltek Rectifier - 075024000438 and batteries
MDR8000 Microwave to Crested Butte - 141-4545-200R
MDR8000 Microwave to Cupola - 117-5954-204R1

At the Rose Ridge DTR Site, the Equipment referred to in this MOU consists of the following:

1. One 800Mhz receive antenna located on the Tower with coax attached, a Tower top pre-amp connected to the Tower near the receive antenna, ground kits installed at the appropriate locations along with lightning protection devices.

2. One 800Mhz transmit antenna located under the 800 Mhz receive antenna with coax attached, ground kits installed at the appropriate locations along with lightning protection devices.

3. Two to three seven foot racks of 800Mhz digital trunked radio (DTR) radio and network equipment and microwave transceivers in the building connected to the coax from the antennas and attached to the buildings electrical power, including 5 quantar repeaters.

4. Microwave dish(s) connected on the Tower with attached coax or waveguide and ground kits installed at the appropriate locations along with lightning protection devices.

5. One rack of microwave transceivers, chargers, batteries and associated microwave power devices in the building connected to the coax from the antennas and attached to the buildings electrical power. This is inclusive of the Adtran multiplexer and the Telect chassis and cards.

6. All microwave batteries, charger and associated power devices.

Rose Ridge Equipment list

Motorola Quantar 1 - S/N 509CGD1058
Motorola Quantar 2 - S/N 509CGD1059
Motorola Quantar 3 - S/N 509CGD1062
Motorola Quantar 4 - S/N 509CGD1060
Motorola Quantar 5 - S/N 509CGD1061

Combiner - 236631-001
Site Controller 1 - S/N 537CGD0007
Site Controller 2 - S/N 537CGD0008
Moscad - 469SJL0069
Switch - CN816ZT0EB
Router - 147YFZ0300
Receive Multicoupler - 85567-A
UPS - Powerware 5125
Eltek Rectifier - 061841200007 and batteries

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At the Sunlight Ridge (Crested Butte) site, the Equipment referred to in this MOU consists of the following:

1. One 800Mhz receive antenna located on the Tower with coax attached, a Tower top pre-amp connected to the Tower near the receive antenna, ground kits installed at the appropriate locations along with lightning protection devices.

2. One 800Mhz transmit antenna located under the 800 Mhz receive antenna with coax attached, ground kits installed at the appropriate locations along with lightning protection devices.

3. Two to three seven foot racks of 800Mhz digital trunked radio (DTR) radio and network equipment and microwave transceivers in the building connected to the coax from the antennas and attached to the buildings electrical power, including 5 quantar repeaters.

4. Microwave dish(s) connected on the Tower with attached coax or waveguide and ground kits installed at the appropriate locations along with lightning protection devices.

5. One rack of microwave transceivers, chargers, batteries and associated microwave power devices in the building connected to the coax from the antennas and attached to the buildings electrical power. This is inclusive of the Adtran multiplexer and the Telect chassis and cards.

6. All microwave batteries, charger and associated power devices.

Sunlight Ridge (Crested Butte) Equipment list

Motorola Quantar 1 - 509CGD1132
Motorola Quantar 2 - 509CGD1131
Motorola Quantar 3 - 509CGD1134
Motorola Quantar 4 - 509CGD1135
Motorola Quantar 5 - 509CGD1133

Combiner - 236670-001
Site Controller 1 - 537CGD0010
Site Controller 2 - 537CGD009
Moscad - 469SJL0066
Switch - CN816ZT06S
Router - 147FFP0058
Receive Multicoupler - 75924-A
UPS - DR-LUX-0001
Eltek Rectifier - 502775 and batteries

MDR8000 Microwave to Comstock - 141-4545-201R

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ATTACHMENT B

W. Mtn: Site information including land use, tower space and building space authority consists of the following:

1. Land – Owned by Western State Colorado University. Lease and special use requirements attached. Archeologically sensitive site.

2. Tower – Owned by Gunnison County

3. Building – Owned by Gunnison County

4. Generator – Owned by Gunnison County

5. Right of way access – via County, BLM and WSCU

Rose Ridge: Site information including land use, tower space and building space authority consists of the following:

1. Land **–** Owned by BLM. Lease and special use requirements attached.

2. Tower – Owned by Gunnison County

3. Building – Owned by Gunnison County

4. Generator – Owned by Gunnison County

5. Right of way access – via County, BLM

Sunlight Ridge (Crested Butte): Site information including land use, tower space and building space authority consists of the following:

1. Land – Owned by Private Landowner: Reed Meredith

2. Tower – Owned by Two Way Communications, Inc

3. Building – Owned by Two Way Communications, Inc

4. Generator – Owned by Gunnison County

5. Right of way access – Via Mt Crested Butte Town Road and Private Road. Mt Crested Butte Police have gate key. For access M-F, 8-5 call Mt Crested Butte Police 970-349-6516; after hours call Gunnison Dispatch 970-641-8201 and ask for the Mt Crested

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Butte Police Duty Officer.

Comstock Mountain: Site information including land use, tower space and building space authority consists of the following:

1. Land – Owned by United States Forest Service
2. Tower – Owned by Gunnison County
3. Building – Owned by Gunnison County
4. Generator – Owned by Gunnison County
5. Right of way access – County Road and USFS Road

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