

JEFFERSON COUNTY EMERGENCY COMMUNICATIONS AUTHORITY

POLICY STATEMENT

FOR THE
JEFFERSON COUNTY
PUBLIC SAFETY FIBER OPTIC NETWORK

ADOPTED JANUARY 16, 2014
BY THE
JEFFERSON COUNTY
EMERGENCY COMMUNICATIONS AUTHORITY

DEFINITIONS

1. Definitions. The following terms have the meanings ascribed to them:

a. “Account” shall mean a separate, insured, interest-bearing account owned by JCECA (defined below) which will be used for the operation and maintenance of J-FON (defined below) and may be funded by Annual Fees (defined below) voluntarily contributed by Participating Entities (defined below);

b. “ADCOM” shall mean the Adams County Communications Center, Inc.;

c. “Annual Fee” shall mean an annual fee voluntarily contributed by the Participating Entities to JCECA, which shall be held in the Account and used to operate and maintain J-FON;

d. “Committee” shall mean the J-FON Operating Committee;

e. “Controlling Terms and Conditions” shall mean article II, section 2 of the Funding IGA (defined below).

f. “Denver” shall mean the City and County of Denver;

g. “Funding IGA” shall mean the agreement between JCECA, ADCOM, and Denver titled the “Intergovernmental Agreement Between Jefferson County Emergency Communications Authority, the City and County of Denver, and Adams County Communications Center, Inc. for the Installation, Operation, and Use of a Fiber Optics Plant and the Interconnection of Networks” and any subsequent amendments to that agreement;

h. “JCECA” shall mean the Jefferson County Emergency Communications Authority;

i. “J-FON” shall mean the Jefferson County Public Safety Fiber Optic Network;

j. “Participating Entity” shall mean a governmental entity that connects to and uses J-FON, except that JCECA shall not be a Participating Entity;

k. “Policy Statement” shall mean this Policy Statement for the Jefferson County Public Safety Fiber Optic Network;

l. “PSAP” shall mean a public safety answering point;

m. “Representative” shall mean a person appointed to sit on the Committee.

n. “RTD IGA” shall mean the agreement between JCECA and RTD (defined below) titled the “E-911 Fiber Optic Plant Intergovernmental Agreement” and any subsequent IGA with RTD;

o. “RTD” shall mean the Regional Transportation District;

p. “West Corridor Plant” shall mean the 96-strand single mode fiber optic cable located in the RTD right-of-way from the Auraria West light rail station to the Jefferson County Government Center light rail station, including the hand holes adjacent to the RTD right-of-way.

BACKGROUND

2. Overview. The Jefferson County Public Safety Fiber Optic Network, also known as J-FON, is a high speed data network intended to connect various public safety and governmental entities, including PSAPs, in an effort to improve communication, information sharing, and interoperability between the Participating Entities. The purpose of this Policy Statement is to set forth the operating rules and procedures for the use and management of J-FON. JCECA’s goal is to attract governmental entities to join J-FON as Participating Entities.

3. Federal Funding through ADCOM. The West Corridor Plant was primarily funded through a federal Broadband Technology Opportunities Program grant awarded to ADCOM on September 27, 2010. The grant was primarily for ADCOM to install an LTE wireless network covering Adams County. JCECA is a sub-recipient of that grant for the limited purpose of installing and operating the West Corridor Plant. The grant funding carries with it certain requirements, which are imposed on JCECA by the Funding IGA, that must be satisfied at all times.

4. JCECA Obligations. JCECA has obligations and duties to manage and operate J-FON in accordance with the Funding IGA, including the Controlling Terms and Conditions therein, and the RTD IGA. The Controlling Terms and Conditions incorporate the federal grant funding requirements.

GENERAL POLICY OF J-FON

5. Ownership of West Corridor Plant. JCECA must retain ownership of the West Corridor Plant, except where ownership transfer is authorized by federal program grant officers and ADCOM.

6. Limitation on Types of Participating Entities. Only governmental entities may become Participating Entities or use or connect to J-FON.

7. Compliance with Policy Statement. Participating Entities must at all times abide by this Policy Statement. Failure by a Participating Entity to abide by this Policy Statement can result in losing the privilege of connecting to J-FON at the discretion of JCECA.

8. No Leasing, Selling, etc. A Participating Entity may not sell, lease, or otherwise exchange J-FON

access, transport, or capacity (including backhaul) or permit any third party use on J-FON without first obtaining the prior written approval of JCECA and ADCOM. Article IV, section 5(a) of the Funding IGA describes ADCOM's rights, obligations, and duties in granting such approval. Furthermore, a Participating Entity may not sell, transfer, convey, mortgage, or encumber any portion of J-FON or use any portion of J-FON as collateral or security on any loan, bond, or other borrowing.

9. 911 and Public Safety Priority Use. Emergency communications have priority use of J-FON. Public safety uses are a secondary priority for J-FON. When there is excess capacity after emergency communications and public safety uses, J-FON may be used for any public governmental purpose approved by the Committee. The Committee may determine appropriate uses and allocation of J-FON. However, no use or allocation of J-FON by a Participating Entity is guaranteed. Future additional emergency communications or public safety uses may require non-emergency communications or non-public safety uses to be curtailed or terminated. No irrevocable right of use of J-FON will be granted to any Participating Entity, except to the extent previously granted by the Funding IGA.

INCORPORATION OF THE FUNDING IGA

10. Funding IGA. JCECA hereby incorporates the requirements laid out in the Funding IGA into this Policy Statement, as applicable. To the extent that the policies set forth herein differ from the requirements of the Funding IGA, and abiding by the policies herein would result in a breach of the Funding IGA, the Funding IGA controls. In the event of a conflict between the Funding IGA and any other document, the Controlling Terms and Conditions of the Funding IGA shall control. The Funding IGA is attached hereto as "Exhibit A."

11. Denver's Exclusive Right. Under article IV, section 2 of the Funding IGA, Denver has the exclusive right to use thirty-six (36) strands of the West Corridor Plant running between the Auraria West light rail station and the Sheridan Boulevard light rail station. Denver has the right to allocate those strands to other governmental entities as it may select, consistent with the Controlling Terms and Conditions.

12. ADCOM's Exclusive Right. Under article IV, section 3 of the Funding IGA, ADCOM has the exclusive right to use twelve (12) strands of the West Corridor Plant running between the Auraria West light rail station and the Jefferson County Government Center light rail station. ADCOM can allocate those strands to others as it may select, consistent with the Controlling Terms and Conditions.

INCORPORATION OF THE RTD IGA

13. RTD IGA. JCECA hereby incorporates the requirements laid out in the RTD IGA into this Policy Statement, as applicable. To the extent that the policies set forth herein differ from the requirements of the RTD IGA, and abiding by the policies herein would result in a breach of the RTD IGA, the RTD IGA controls. The RTD IGA is attached hereto as "Exhibit B."

GOVERNANCE OF J-FON

14. Recognition of Authority. The Participating Entities will recognize the authority of the Committee to manage J-FON and will be bound by the Committee and JCECA in decisions relating to the operation or maintenance of J-FON.

J-FON OPERATING COMMITTEE

15. Appointment and Removal of Representatives. Each Participating Entity will appoint one Representative to serve on the Committee. JCECA will appoint one Representative. Each Representative must be an employee of the Participating Entity that appointed that Representative. A Representative may be removed by JCECA, by majority vote of the remaining Representatives, or by the Participating Entity that appointed the Representative.

16. Committee Focus and Purpose. The Committee will focus on policy and operational issues related to the activities of J-FON. The Committee will make recommendations to JCECA regarding maintenance, uses, fiber allocation, and other services that need to be performed for the successful operation of J-FON.

JCECA BACKSTOP AUTHORITY

17. Backstop Authority. JCECA has the authority to overrule the Committee if the Committee takes any action that JCECA believes would constitute a breach of the Funding IGA, the RTD IGA, this Policy Statement, or would in any way compromise JCECA's public image or relationships with any governmental entity, or for any other reason. JCECA reserves the right to overrule the Committee at any time and for any reason in its sole discretion.

RESPONSIBILITIES OF JCECA

18. Record Retention. JCECA will retain all records related to the ownership, operation, and use of J-FON. ADCOM has the right to inspect and copy the records if ADCOM reasonably believes that action by the Committee or JCECA has or will result in a breach of the Funding IGA.

19. As-Built Drawing Repository. JCECA will maintain a repository of current as-built drawings of J-FON. The Committee will continually update the as-

built maps in hard copy and digitized format, which will be available to all Participating Entities. It is incumbent on each of the Participating Entities to ensure that up-to-date drawings are submitted to the Committee, which in turn will submit the drawings to JCECA. Each Participating Entity will maintain an accurate map where J-FON connections are located within that Participating Entity's buildings and uses of J-FON.

20. Funding. JCECA may, in its discretion, elect to pay for capital or operational expenses of J-FON consistent with C.R.S. § 29-11-100.5 *et seq.* However, JCECA has no obligation to fund, or continue funding, J-FON. JCECA funds may not be used to pay for non-911 related expenses.

RESPONSIBILITIES OF THE PARTICIPATING ENTITIES

21. Easements and Licenses. JCECA has obtained easements and licenses for the installation and maintenance of the property where J-FON is located. The Participating Entities will cooperate with JCECA and the Committee in ensuring that the easements and licenses remain in full force to permit J-FON's continued operation.

22. Right to Inspect J-FON Records. Participating Entities have the right to inspect all records and documents of J-FON, provided that notice is given to the Committee at least three (3) business days in advance so the documents can be collected.

LIMITATION OF LIABILITY

23. Liability Limitation. The Participating Entities will not be liable, in law or in equity, to the other Participating Entities for any damages arising from the use of J-FON.

24. Damage to J-FON. Participating Entities will be responsible to repair J-FON in a timely manner should a Participating Entity or its agents or employees damage any fiber optic cable, associated equipment, or other part of the J-FON network.

COSTS

25. Costs. Each Participating Entity may be asked by JCECA to contribute an Annual Fee representing its equitable share of the costs of the maintenance, operation, and expansion of J-FON as determined by JCECA in accordance with this Policy Statement. The Annual Fee is further described below.

26. No Requirement to Pay Annual Fee. Participating Entities are not required to contribute the Annual Fee or any other fees or costs associated with J-FON. If a Participating Entity declines to contribute the Annual Fee, the only consequence is, at JCECA's discretion, (a) termination of participation in J-FON, (b) loss of

any or all of the privileges and rights of a Participating Entity, or (c) any combination of the foregoing as determined by JCECA. The Committee shall make recommendations on a case-by-case basis.

27. No Multiple Year Obligations. Participating Entities are not required to undertake a multiple year fiscal obligation based on their status as a Participating Entity or their use of or participation in J-FON. To the extent that a multiple year fiscal obligation is created, it is subject to budget appropriations by each Participating Entity and JCECA understands that there is no guarantee that sufficient funds will be appropriated in any given year to cover the Annual Fee.

28. Higher Fees for non-911 Uses. JCECA's statutorily permitted use of the emergency telephone charge is limited to the costs related to the operation of 911 services as specified in C.R.S. § 29-11-100.5 *et seq.* Participating Entities that use J-FON for non-911 related purposes should expect to pay for J-FON's incremental operating, maintenance, and other costs that would not otherwise be incurred.

29. Withdrawal from J-FON; Costs. In the event that a Participating Entity withdraws from using J-FON, JCECA may incur costs to ensure connectivity between J-FON and another Participating Entity. In such a case, the Participating Entity that withdraws from J-FON may be requested to pay some or all of the reasonable costs associated with ensuring connectivity between J-FON and the non-withdrawing Participating Entities. However, there is no obligation on the Participating Entity to pay any such costs requested upon withdrawal.

ANNUAL FEE AND THE ACCOUNT

ANNUAL FEE

30. Annual Fee. The Committee may make a recommendation to JCECA regarding the amount of the Annual Fee, if any, requested from each Participating Entity. Once approved by JCECA, the requested Annual Fee amounts will be sent to each Participating Entity by May 15th for budgeting purposes of the Participating Entities. The requested Annual Fee amount will be used to fund J-FON in the subsequent fiscal year.

31. Determining Annual Fee. In determining the recommended amount of the Annual Fee for each Participating Entity, factors the Committee may consider include:

- a. the financial needs of J-FON,
- b. the Participating Entities' use of J-FON,
- c. the Participating Entities' use of J-FON for non-911 purposes,

- d. the overall public good, and
- e. other considerations as the Committee or JCECA determine are prudent or legally required.

ACCOUNT

32. Account. JCECA will hold all funds collected from Annual Fees in the Account and use the funds solely for J-FON expenses. The Committee will hold no property or funds. The Account shall be owned by JCECA.

33. Excess Balance. Any excess balance from Annual Fees held in the Account at the end of the fiscal year shall be rolled over to the following year and used for J-FON expenses.

EXPANSION OF J-FON

ADDITION OF PARTICIPATING ENTITIES

34. Addition of Participating Entities. A government entity that wishes to become a Participating Entity must petition the Committee for membership. The petition should include a formal written acknowledgement that the entity will comply with this Policy Statement and identify the proposed purpose for using J-FON. The Committee may request additional information from the petitioning entity. Upon receiving a petition for membership, the Committee shall make recommendation upon the petition within 90 days. The Committee may recommend approval of the petition if the entity meets the conditions of this Policy Statement, agrees to follow this Policy Statement, will use J-FON solely for a governmental purpose, and approving the petition would be in the public interest. The Committee may recommend imposition of obligations, conditions, and financial requirements as it deems appropriate on any petitioning entity as a condition to use J-FON, consistent with this Policy Statement. JCECA will make the final determination on membership in J-FON.

NETWORK EXPANSION

35. Restriction on Data Traffic. Any network that connects to J-FON must only carry governmental traffic that would be allowed under this Policy Statement.

36. Expansion by JCECA. JCECA may choose to expand J-FON by installing additional fiber optic cable or by other means. Should JCECA decide to do this, the expansion shall become part of J-FON and managed consistent with this Policy Statement. JCECA may, at its discretion, pay for such expansions with funds from the Account or from other sources.

37. Network Interconnection. Network interconnection can occur in two ways, as outlined in the following sub-paragraphs, or as otherwise authorized by the Committee and JCECA. JCECA will not be

obligated to fund the maintenance or other cost of any Participating Entity's internal networks connected to J-FON.

a. Connection Funded and Owned by JCECA.

A Participating Entity may petition the Committee to connect a network to J-FON at a location owned or leased by a Participating Entity. If the Committee determines the request is reasonable, in the public interest, and conforming to this Policy Statement, the Committee may approve such petition and request approval from JCECA. JCECA may authorize such a connection and may fund such a connection from the Account or from other sources. If funded by JCECA, a connection authorized and built under this sub-paragraph will become the property of JCECA, part of J-FON, and managed in accordance with this Policy Statement unless JCECA determines otherwise.

b. Connection Funded and Owned by a Participating Entity.

Upon recommendation by the Committee and approval by JCECA, a Participating Entity may connect a network to J-FON at a location owned or leased by a Participating Entity. The Participating Entity connecting the network will bear the cost of such a connection and retain ownership of the connection. Such a connection will not be eligible for maintenance or operative funding from JCECA or from the Account. If a Participating Entity damages J-FON by such connection, that Participating Entity shall be responsible for repairing any damage.

38. Connection at non-Participating Entity Locations.

A Participating Entity must obtain the approval of JCECA and ADCOM prior to connecting a network to J-FON if the connection is located on property not owned or leased by a Participating Entity. JCECA may withhold such approval for any reason. Such a connection must only accept government data allowed under this Policy Statement.

MISCELLANEOUS PROVISIONS

39. Disputes. Disagreement arising in the interpretation of this Policy Statement or regarding J-FON should be resolved first by the Committee. If the Committee cannot agree by a majority vote of the Representatives within ninety (90) days on the proper interpretation of this Policy Statement, JCECA shall interpret this Policy Statement and decide upon appropriate remedial action, if necessary. JCECA's decision is binding upon all parties. Nothing in this paragraph should be construed as a limitation on JCECA's backstop authority as described in this Policy Statement. Nothing in this paragraph should be construed as a concession by any of the Participating Entities giving up their legal rights or obligations.

40. Amendments to Policy Statement. JCECA may amend this Policy Statement at any time. Changes to

this Policy Statement shall become effective upon official action of JCECA. By continuing to be a Participating Entity or by continuing to use J-FON after JCECA has made changes to this Policy Statement, a Participating Entity agrees to follow the updated Policy Statement. A copy of the updated Policy Statement, with any changes highlighted, will be provided to the Chief Executive Officer of each Participating Entity and to each Representative.

41. Requested Amendments. In the event at any time that a Participating Entity feels unreasonably constrained by this Policy Statement, the Committee shall consider and make recommendations to JCECA on any adjustment to this Policy Statement that could relieve such constraint yet remain consistent with the Funding IGA and the RTD IGA. JCECA shall thereafter consider changing this Policy Statement.

42. Enforcement of Policy Statement. No person or entity besides JCECA shall have any right to enforce this Policy Statement. JCECA shall not be deemed to waive or forfeit any right under this Policy Statement by forbearing from enforcing such right in the past.

43. Governmental Immunity. This Policy Statement shall not 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, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

END OF DOCUMENT