

**Memorandum of Understanding by and between Arapahoe County and the 18<sup>th</sup> Judicial District  
Attorney for Shared Internet Service Bandwidth**

This Memorandum of Understanding (MOU) is made and entered into effective this day of June 1<sup>st</sup>, 2018 by and between Arapahoe County, Colorado, located at 5334 S. Prince St., Littleton, CO 80120-1136 ("Arapahoe County"), and the District Attorney for the 18th Judicial District located at 6450 S. Revere Parkway Centennial, Colorado 80111 ("18<sup>th</sup> Judicial District Attorney") herein collectively referred to as "the Parties".

**RECITALS**

WHEREAS, the parties have a mutual interest in providing shared Internet service bandwidth for use by the 18<sup>th</sup> Judicial District Attorney within the Arapahoe Plaza facility located at 1690 Littleton Blvd.

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 Arapahoe County and the 18<sup>th</sup> Judicial District Attorney for providing shared Internet service bandwidth within the Arapahoe Plaza facility located at 1690 Littleton Blvd, Littleton, CO 81020.
2. **Definitions.**
  - a. Bandwidth – the bit rate of available or consumed data capacity expressed in metric multiples of bits per second.
  - b. Shared Internet Service - a common circuit connected to an Internet Service Provider that provides apportioned bandwidth, not to exceed to the total available circuit bandwidth.
3. **No Commercial Use.** The Parties agree that the shared Internet service bandwidth provided to the 18<sup>th</sup> Judicial District Attorney as a result of this MOU shall be used solely for governmental purposes and shall not be used for commercial purposes.
4. **Responsibilities of Arapahoe County.** Pursuant to this MOU, Arapahoe County shall allow and provide to and for the exclusive use of the 18<sup>th</sup> Judicial District Attorney the following:
  - a. Allow a CAT5e network cable to be extended from the Arapahoe County first floor data closet in 1690 W. Littleton Blvd building to the 18<sup>th</sup> Judicial District Attorney data closet on the first floor of 1690 W. Littleton Blvd.
  - b. The CAT5e cable will terminate to an Ethernet interface on the 18<sup>th</sup> Judicial District Attorney network equipment and to an Ethernet interface on Arapahoe County's network equipment that will be configured for 10 megabits per second (Mb/s) of bandwidth and a full duplex connection.
  - c. Create a dedicated IP address space on the Arapahoe County network reserved exclusively for the 18<sup>th</sup> Judicial District Attorney. The dedicated IP address space will be configured to not have access to any Arapahoe County network resources.
  - d. The default route for any destination not on the District Attorney dedicated IP address space will be routed to Arapahoe County's Internet gateway.

- e. The bandwidth provided to the 18<sup>th</sup> Judicial District Attorney for accessing the Internet will be shared with Arapahoe County's Internet traffic and will be limited to a maximum of 10 Mb/s of the total available network bandwidth provided to Arapahoe County by its Internet Service Provider.
- f. Because Arapahoe County is sharing its Internet service connection with the 18<sup>th</sup> Judicial District Attorney, there may be instances where, due to unpredictable Internet traffic and business workloads, the 18<sup>th</sup> Judicial District Attorney may not be able to obtain 10 Mb/s of Internet service bandwidth capacity.
- g. Internet service availability to the 18<sup>th</sup> Judicial District Attorney will be subject to Arapahoe County's change management service outage time schedules and any planned service outages will be communicated by Arapahoe County's Information Technology (IT) staff to 18<sup>th</sup> Judicial District Attorney personnel working in Arapahoe County's 1690 W. Littleton Blvd building.
- h. Arapahoe County's change management service outage windows are as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10:00 AM To 2:00 PM	NONE	7:00 PM To 11:00 PM	2:00 AM To 5:00 AM	7:00 PM To 11:00 PM	NONE	2:00 PM To 5:00 PM

- i. Internet service availability to the 18<sup>th</sup> Judicial District Attorney will also be subject to maintenance activities performed by Arapahoe County's Internet Service Provider.
  - j. If needed, an external IP address from Arapahoe County's public IP address pool may be provided to the 18<sup>th</sup> Judicial District Attorney to be used for configuring a VPN tunnel between their internal network and the dedicated network IP address space that Arapahoe County is providing.
  - k. Network traffic and data transmitted and received via the 18<sup>th</sup> Judicial District Attorney VPN tunnel will not be inspected, monitored, nor filtered by Arapahoe County's Internet Firewall.
  - l. Arapahoe County's IT staff will provide technical support assistance as needed to 18<sup>th</sup> Judicial District Attorney's IT staff with respect to network configuration, connectivity, and troubleshooting support as necessary.
  - m. Arapahoe County will provide no IT Service Desk Support to the 18<sup>th</sup> Judicial District Attorney end-users other than to relay problem reports with the Shared Internet Access connection.
  - n. There shall be no cost charged to the 18<sup>th</sup> Judicial District Attorney for the use of Arapahoe County's network infrastructure that provides shared Internet service bandwidth.
5. Responsibilities of 18<sup>th</sup> Judicial District Attorney 18<sup>th</sup> Judicial District Attorney, by this MOU;
- a. Pay for materials and labor to install a CAT5e network cable to cross connect the Arapahoe County and 18<sup>th</sup> Judicial District Attorney data closet on the first floor of the Arapahoe County building located at 1690 W. Littleton Blvd.
  - b. Shall use Arapahoe County's cabling vendor to perform the cable install per Arapahoe County's standards. Wiring contractor will invoice the 18<sup>th</sup> Judicial District Attorney for installing the cable and wiring contractor's work will be supervised by Arapahoe County IT staff.
  - c. Must consult and obtain approval prior to installing WiFi access to the dedicated IP address space network being provided by Arapahoe County to assure that Radio Frequency channels

and any broadcasted WiFi Service Set Identifiers do not conflict or interfere with Arapahoe County's WiFi infrastructure.

- d. 18<sup>th</sup> Judicial District Attorney shall notify Arapahoe County if the shared internet service is no longer needed.

6. Effective Date and Termination.

This agreement will be in effect for ten (10) years from the date that the agreement has been fully executed by both parties. Any party to this MOU may terminate its participation in this MOU by giving at least 90 days written notice prior to the termination date

7. Notices

Written notices required under this MOU and all other correspondence between the Parties shall be directed to the designated representative for Arapahoe County and the 18th Judicial District Attorney 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 Arapahoe County:

David Bessen  
Arapahoe County  
Director of Information Technology  
5334 South Prince Street, Suite #G80  
Littleton, CO 80120

If to designated representative for 18th Judicial Districts' District Attorney:

Jon Saultz  
18th Judicial District Attorney  
Director of Information Technology  
6450 S. Revere Parkway  
Centennial, Colorado 80111

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 Arapahoe County nor 18th Judicial District Attorney shall be deemed or constitute a partner or joint venturer of the other. Neither Arapahoe County nor 18th Judicial Districts' 18<sup>th</sup> Judicial District Attorney 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 Arapahoe County and 18th Judicial District Attorney shall be deemed to be only an incidental beneficiary under this MOU.

10. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
11. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
13. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by its duly authorized representatives as of the date written above.

ATTEST:

\_\_\_\_\_

18<sup>th</sup> Judicial District Attorney:

By: \_\_\_\_\_

George Brauchler, District Attorney



Date: \_\_\_\_\_

6/4/2018

**ATTEST: Clerk to the Board**

**ARAPAHOE COUNTY**

\_\_\_\_\_

**By: \_\_\_\_\_**  
**Chair, Board of County Commissioners**  
**(Or representative authorized by resolution)**

**Date: \_\_\_\_\_**