



Consolidated Communications Network of Colorado, Inc.

STATEWIDE CCNC AND DIGITAL TRUNKED RADIO SYSTEM (DTRS) MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between _____ (the "Member"), whose address is _____, and CCNC, whose address is CCNC, 40 West Littleton Blvd., Suite 210-129, Littleton, Colorado 80120-2400.

I. PURPOSE

CCNC Digital Trunked Radio System (DTRS) is a multi-site dedicated public safety wireless communications system. Member benefits and services include, but are not limited to, an 700/800 MHz digital radio system, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, microwave back-bone system reliability, encryption availability, system security, radio interoperability, and 24-hour a day system monitoring.

CCNC Members at all levels must complete this agreement in order to operate radios on the DTRS.

II. DEFINITIONS

- A. Membership Agreement** - the agreement entered into between CCNC and the Member. The agreement sets forth the DTRS services provided to the Member and the terms and conditions under which the services are provided.
- B. Member** - a government agency, including but not limited to a general government agency (local, state, or federal), under this Membership Agreement. In addition, a private public services provider that has been sponsored for membership by a Primary Member.
- C. Digital Trunked Radio System (DTRS)** - the State and partner-owned and operated statewide public safety radio communications network available to public safety, government agencies, and sponsored private entities that become Members.
- D. CCNC** - Consolidated Communication Network of Colorado. A nonprofit corporation that manages the DTRS and establishes policies and procedures for its use.
- E. SOC** - the State of Colorado, Communication Services, which operates the DTRS on behalf of CCNC members, provides assignment of identification numbers, maintains a fleet map, and the assignment of talkgroups within the DTRS.
- F. Radio** - a control station, mobile, or portable radio, which has a unique identification number and operates on the DTRS.
- G. Radio Programming Agency** - an approved agency that is responsible for template programming and reprogramming, a complete list of which is maintained by SOC.
- H. Partners** - owners of DTRS infrastructure.
- I. System Management** - the responsibility residing with, as the DTRS operator on behalf of all DTR Members, to assign radio use priorities; manage talkgroups to assure appropriate use of DTRS; set standards for the selection and supervision of DTRS personnel; enforce guidelines, procedures, and protocols governing the operation of radios on DTRS; generate and use statistical data and reports concerning Members talkgroups, call duration, call types, busy signals, and other data analyses and reports; enforce termination of the Member Agreement when a Member's conduct or action(s) cause systematic and/or continuous DTRS operation problems.
- J. Talkgroup** - a single channel, which allows a unique group of radio users to communicate with one another.
- K. Template** - the software programmed into a radio which controls the radio's functions and communication capabilities.

- L. Membership Application** - CCNC requires that an application for initial membership be completed. An Update Application must be used to change information about a member or how it uses the DTRS.

III. CCNC SERVICES

CCNC works with members and users to provide the following services.

DTR Radio Programming and Template Design - Radio programming and template design is available from the State of Colorado, Douglas County, Jefferson County, Arapahoe County, Wireless Advanced Communications (WAC), Digitcom Electronics, and Motorola, Inc. Prior programming agreements must first be arranged before any template design will begin. Template programming by a Radio Programming Agency will commence after a reasonable time once the Member fully completes the Membership Application and the Membership Agreement and has been approved by the CCNC Technical Committee.

Talkgroup Allocation – Talkgroups requested by the Member will be reviewed by the CCNC Technical Committee. A thorough explanation should accompany the Membership Application detailing the number of talkgroups requested per agency and how they will be utilized. Talkgroup allocation decisions by CCNC are final and cannot be appealed.

System Management - SOC in conjunction with the technical staff of system partners, is responsible for the operation, upgrades and enhancements, management, maintenance of DTRS, and the services provided under this Member Agreement. System Management operates 8-4, Monday through Friday. Upon request of the Member, inhibits lost or stolen radios, assigns and enters radio IDs and Aliases. Requests are received via email to webdtr@state.co.us. The SOC maintains an activity log of all requests received by Members and, except for emergencies, responds to the requests in the order they are received.

Training – Member’s employees and other personnel radio user training is the responsibility of the Member. If requested by the Member, "train the trainer" training will be available as part of DTRS ongoing operation. Requests for training will be scheduled on a first come first serve basis, except for emergency requests, which will be processed on a priority basis.

DTRS Radio Coverage - DTRS is designed to provide mobile radio communication coverage on major State highways to the Member. However, the system is provided as-is and neither CCNC nor the State of Colorado makes any guarantee, either express or implied, as to a specific level of coverage. If the Member detects possible DTRS network infrastructure malfunctions or radio communication coverage losses, the Member should first contact its service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should notify the SOC in writing or email. The SOC will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.

DTRS Portable Radio Coverage - Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in its geographic jurisdiction. Additional, or coverage required beyond the mobile radio communication coverage on major State highways is the responsibility of the requesting Member.

Emergency Alert Availability - If there is connection space available in the zone controller, and if the Member possesses a twenty-four (24) hour dispatch center capable of receiving control data associated with all its talkgroups, and the Member can verify to SOC that it has the capacity to monitor and supervise the Emergency Alert feature, this feature is available to the Member. The Member needs to be aware that it must obtain, at the Member’s expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor and provide the required T-1 connections.

Private Calling Availability - A Member may request use of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up the DTRS system resources. Consequently, a determination of the need and potential impact on the system will be made after the Membership Application has been reviewed.

DTRS Infrastructure Maintenance SOC in conjunction with the technical staff of system partners provides complete monitoring, inspection, and maintenance programs for all DTRS tower sites and system infrastructure. Inspection and maintenance of non-SOC tower sites is provided by system partners. Utilizing MOSCAD and Zone-watch management tools, SOC and system partner staff is able to systematically identify system service needs, failure trends, and spare parts inventory. SOC staff, system partner staff, and its certified vendors will provide high-quality proactive system repair and maintenance in a timely manner to extend the life and performance of DTR for the direct benefit of all Members.

DTRS System Redundancy and Security - DTRS provides a system redundancy called fault tolerance. With fault tolerance, a single point of failure will generally not result in negative system-wide performance. Many redundant and backup systems within the DTRS virtually eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the system will continue to function in a conventional radio communication manner.

DTRS Disaster Recovery Plan – SOC and CCNC maintains a Disaster Recovery Plan to cover DTRS communication services. "Disaster" means any unplanned interruption of operations, which materially affects the ability of DTRS to provide communication services to a Member. The Disaster Recovery Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources and backup equipment, and inventory sufficient to provide communication services to its Members. The Disaster Recovery Plan also contains a protocol for the determination or declaration of a disaster and an escalation procedure for dealing with a disaster, if one is declared.

DTRS Performance Standards and Monitoring - DTRS utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System monitoring is performed at either Motorola's SCC, Systems Support Center, or by SOC's technical staff. The DTRS adheres to stringent quality standards of installation and maintenance. Routine activities designed to ensure system performance include scheduled automated testing of all sites, monitoring of Member satisfaction on a regular basis, tracking of Member problems and service requests, monitoring of scheduled and unscheduled system downtime, oversight of system traffic performance, drive testing of the entire system, collection and analysis of empirical data are also strictly adhered to.

DTRS Upgrades and Enhancements - Upgrades are changes made to the DTRS to assure compliance or to improve upon previously existing features and operations. Enhancements are modifications made to DTRS services or systems that add functions or features not originally part of DTRS or the services requested by the Member Enhancements may require a fee.

IV. MEMBER OBLIGATIONS

Membership Fees – The SOC along with the CCNC Operational and Executive Committees will determine if and what fees may be assessed.

Member Radio Equipment - The Member may only use DTRS-approved radio equipment. A list of acceptable radio equipment is available on the DTRS Web Page: <http://www.state.co.us/dtr>. This list will be updated from time to time and will be made available to the Member

Radio Maintenance and Repair - The Member is responsible for proper maintenance and repair of its radio equipment. This assures that the Member's radios are in optimal operating order and will not have an adverse impact on other Member's use of DTRS. The Member's maintenance agreement with its service provider and the service provider's credentials will need to be reviewed by the CCNC Technical Committee to assure the service provider understands and can comply with DTRS standards, guidelines, and protocols, and is qualified to service the Member's radio equipment.

No Personal Business - No personal business may be conducted on the DTRS by the Member, its employees, or authorized agents, including volunteers and the Member's service provider.

Compliance with Federal and State Laws - The Member will comply with all current and future Federal Communications Commission laws, rules, and regulations, all Colorado Public Service Commission, rules and regulations, and Public Act 32 of 1986, as amended, as these relate to consolidated public safety dispatching.

Compliance with CCNC Guidelines, Procedures, and Protocols - The Member will comply with all CCNC guidelines, procedures, and protocols governing the operation and use of DTRS as stated in this document. The Member will comply with all advisories and/or recommendations of CCNC.

System Management - The Member will comply with SOC System Management in order to assure the safe and efficient operation of DTRS for all Members.

Trained Personnel - The Member will not permit any employee or other personnel, including volunteers, to use DTRS until such individual(s) have received DTRS radio user training.

Member Contact Person - The Member will appoint one of its employees to serve as its Contact Person. The Contact Person will be responsible for authorization of template modifications, coordination of new radios onto the DTRS, providing fleet mapping data to the SOC and the CCNC Technical Committee for record-keeping purposes, providing after hour emergency telephone numbers, attending Member group meetings and CCNC meetings necessary for the safe and efficient operation of DTRS.

Corrective Action - In order to protect the integrity, security, safety, and efficient operation of DTRS for all its Members, the Member will take appropriate corrective action against any of its employees who violate DTRS guidelines, procedures, or protocols including those set out in this Membership Agreement.

Abuse of Member Privileges - Repeated violation of DTRS guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Member Agreement subject to the review and recommendation of the SOC Communication Services Manager and CCNC. A decision by the Communication Services Manager and CCNC is final and non-appealable.

V. MEMBER APPLICATION PROCESS

CCNC has determined that unregulated expansion of user agencies on the DTRS is detrimental to the efficiency and serviceability of the system, and the existing user agencies. CCNC further finds that in order to ensure an effective level of service for existing Members it must institute a method of controlled growth for the system. Therefore, the following policy shall remain in full force and effect until rescinded by CCNC in accordance with all applicable provisions of the CCNC by-laws.

- A. Public Safety Agencies** - Public safety agencies requesting use of the DTRS infrastructure, and who as part of their application commit to immediate provision of frequency pairs and associated equipment to the infrastructure, shall have their application evaluated by the CCNC Technical Committee. The CCNC Technical Committee shall evaluate and determine all system loading impacts that may arise from the approval of the proposed new Member agency. If the CCNC Technical Committee recommends approval of the application, the application shall be forwarded to the Executive Board of Directors who may approve the application. If the Executive Board of Directors does not approve the application, the application shall be placed into a pending status where it will be reopened for review upon the availability of frequencies, or the resolution of the reason for denial.

Public safety agencies requesting the use of existing talkgroups on the DTRS system, and who are requesting the addition of a limited number of end-user radios, shall have their application evaluated by the CCNC Technical Committee. The CCNC Technical Committee shall evaluate and determine all system loading impacts that may arise from the approval of the proposed new Member agency. If the CCNC Technical Committee recommends approval of the application, the application shall be forwarded to the Executive Board of Directors who may approve the application. If the Executive Board of Directors does not approve the application, the application shall be placed into a pending status where it will be reopened for review upon the availability of frequencies, or the resolution of the reason for denial.

Public safety agencies requesting use of the DTRS infrastructure in metropolitan areas that are or may be experiencing loading problems and who do not have the ability to commit frequency pairs and associated equipment to the infrastructure shall have their application placed in a pending status. Upon availability of 700 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application will be moved back into active status. At that time the application shall be forwarded for evaluation to the CCNC Technical Committee. The CCNC Technical Committee shall review the application and make a final design recommendation to the Executive Board of Directors. After review by the Executive Board of Directors, and upon obtaining a final written commitment from the petitioning agency, the Executive Board of Directors may approve the application.

- B. Non Public Safety Agencies** - Non public safety agencies requesting the use of the DTRS infrastructure shall be advised that their application will be placed into a pending status awaiting availability of 700 MHz frequency pairs, and associated equipment. Upon availability of 700 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application will be moved back into active status. At that time the application shall be forwarded for evaluation to the CCNC Technical Committee. The CCNC Technical Committee shall review the application and make a final design recommendation to the Executive Board of Directors. After review by the Executive Board of Directors, and upon obtaining a final written commitment from the petitioning agency, the Executive Board of Directors may approve the application.

VI. DISPUTE RESOLUTION

If any issue of DTRS non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to the SOC and the CCNC Technical Committee for their consideration. The SOC and the CCNC Technical Committee will consider the details of the non-performance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event the Relationship Managers cannot agree on a solution, the non-performance issue shall be directed to the SOC Communication Services Manager and the CCNC Executive Board who will seek resolution of the non-performance issue. A decision by the SOC Communication Services Manager and the CCNC Executive Board is final and may not be appealed.

VII. CCNC EXECUTIVE BOARD

The CCNC Executive Board, comprised of Members, acts as an advisory panel on the DTRS. The CCNC Executive Board is charged with responsibility for review and recommendations regarding Member operation, future DTRS system features and enhancements, review and advice on customer service complaints, non-performance issues and potential Member termination because of abuse of MEMBER Member privileges.

VIII. DURATION, CANCELLATION & TERMINATION OF MEMBER

Participation Membership in the DTRS will remain in effect until canceled or terminated by either party upon 90 days written notice to either party. Termination of participation of an infrastructure partner requires 365 days notice unless such termination is a result of funds for participation and infrastructure obligations not being appropriated. The Membership Agreement may be terminated by appropriate notice, subject to review and recommendation by CCNC and the Communications Division Manager, for violation(s) of the terms and conditions of the Membership Agreement. Appropriate notice shall be considered to be 30 days, and shall be sent by certified mail. A decision of the Communications Division Manager and the CCNC Executive Board is non-appealable.

IX. TERMINATION ASSISTANCE

If this MEMBER Agreement is canceled or terminated for any reason, the SOC and CCNC will provide reasonable assistance requested by the MEMBER to allow for the orderly transfer of services to the Member or its designee.

X. MISCELLANEOUS

Waiver - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.

Modification - This Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the parties.

Governing Law - This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado.

Headings - The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

Independent Contractor Relationship - The relationship between the SOC, CCNC and the Member is that of an independent contractor and client. No agent, employee, or servant of the SOC or CCNC shall be deemed to be an employee, agent, or servant of the Member. The Member will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.

Hold Harmless - To the extent permitted by law, the Member, the SOC, and CCNC agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of their duties in the maintenance of the DTRS equipment, unless such acts or omissions occurred outside the scope of their employment or were willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq.

Non-Appropriation - The payment of any governmental Member's obligations hereunder in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted by any governmental Member in any year subsequent to the fiscal year of executing this agreement, that governmental Member may terminate its participation in this Agreement by giving notice to the CCNC and the SOC.

Force Majeure - Parties to this agreement shall not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party's reasonable control, including without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

Attached as an Enclosure 1 the Member lists the MEMBERS that they will provide governance and except responsibility for and have been designated at the CCNC Member representative for.

XI. NOTICES

All notices given under this Member, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

APPLICANT: _____

CCNC: Consolidated Communications Network of Colorado
Attn: President
40 West Littleton Blvd., Suite 210-129
Littleton, CO 80120-2400

Either party may change their addresses, which change will be effective seven (7) days after notice of such change is given. This Agreement shall become effective as of the date of the last signature.

APPLICANT

By: _____

Its: _____

Dated: _____

CONSOLIDATED COMMUNICATIONS NETWORK OF COLORADO

By: _____

Its: **President**

Dated: _____

CCNC: Consolidated Communications Network of Colorado
40 West Littleton Blvd., Suite 210-129
Littleton, CO 80120-2400

