Outline of Amendment to the BRAN MOU to Describe Use of BVSD Fiber
6/26/2008

Overview
Under section V(H) ‘Extensions’ of the Memorandum of Understanding Concerning the Boulder Research and Administrative Network, the Parties extend the BRAN network to include 20 strands of fiber within the west ring of the Boulder Valley School District Network. These 20 fiber strands are leased by the District to the City through an existing lease agreement. The right to use these 20 strands for the term of the lease is transferred from the City to the other BRAN parties (NCAR/UCAR, CU, NOAA/NIST) under the terms set forth in this amendment.

Differences from Existing MOU

I. PARTIES

In addition to NCAR/UCAR, CU, and City, the amendment should include the United States Department of Commerce (DoC) so as to include NOAA and NIST directly this time. In the original MOU, the DoC was referenced in section VI(D). Alternatively, DoC could be handled the same way as in the original MOU.

II. MUTUAL INTEREST OF THE PARTIES

III. AUTHORITIES

If DoC is made a party to the amendment, then some entry would be required here to describe DoC authority.

IV. PURPOSE

V. RESPONSIBILITIES OF THE PARTIES

(A) (B) (C) (D) Neither the 20 strands of BVSD fiber nor their lease are an asset of the BRAN network. They are not owned by the Parties. They are owned by the BVSD and the City owns a lease for their use.

(E) (F) The infrastructure for this extension to BRAN consists of 20 strands of fiber on a BVSD-owned cable separate from the original 96-strand BRAN cable. (Should the fact that the fiber is leased by the City from the District and then transferred to the BRAN parties appear here?)

(G) (H) It is under the provisions of this section that the 20 BVSD strands are added to BRAN.

VI. FINANCIAL AND OWNERSHIP CONSIDERATIONS

(A) The Parties will pay the City, not the Lead Party.

(B) The Parties will share an initial cost of $200,000 for access to the BVSD fiber strands. This cost will be paid from the BRAN Maintenance Fund. As the City's share of this payment is $0, an additional $25,000 will be paid from the BRAN Maintenance Fund to the City in order to complete an equitable apportionment of the initial cost.

(C) The Parties will pay an annual maintenance fee of $15,000 divided as follows: NCAR/UCAR
= $5,000, CU = $5,000, NOAA/NIST = $5,000, City = $0. This annual maintenance fee will be added to the existing fee for the original BRAN network.

(D) The BVSD fiber strands are not owned by the Parties. They are owned by BVSD. The City owns a lease providing access to 20 strands. Of the 20 strands of BVSD fiber, NCAR/UCAR will have a right to use six strands, CU will have a right to use six strands, NOAA/NIST will have a right to use six strands, and two strands will be for the shared use of NCAR/UCAR, CU, and NOAA/NIST. The City will not have a right to use any of these 20 strands.

(E) No BVSD fiber strands may be sold or leased to an outside third party by NCAR/UCAR, CU, or NOAA/NIST.

(F)

(G)

(H) In the event that NCAR/UCAR, CU, or NOAA/NIST seeks to withdraw from this amendment, they will be required to make payment to the BRAN Maintenance Fund for their share of the annual maintenance fee through the end of the term of the lease agreement between the City and the District.

VII. PERIOD OF AGREEMENT AND TERMINATION

The amendment will have a term tied to the City-BVSD lease agreement. The amendment is not perpetual. (Should the term of the current City-District agreement appear here?)

VIII. LEAD PARTY

(A)

(B) The Lead Party has no responsibilities with respect to the BVSD fiber strands. The City has responsibility for acting as a communication liaison between BVSD and the BRAN Parties and for managing payments to BVSD for the fiber strands. The City has no other responsibilities for the BVSD fiber strands including installation, maintenance, replacement, documentation, and oversight.

(C)

(D) Neither the City nor the Lead Party shall be responsible for maintaining as-built drawings for the BVSD fiber.

(E).

(F).

(G).

(H) Neither the City nor the Lead Party shall have maintenance and repair responsibilities for the BVSD fiber. Such responsibilities lie with the District.

(I).

(J).

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IX. ADMINISTRATION AND REGULATION

(A).

(B).

(C).

(D).

(E) Neither the City nor the Lead Party shall have responsibility for registering the BVSD fiber with the Utility Notification Center of Colorado or for arranging utility locate services for the BVSD fiber. Such responsibilities lie with the District.

X. MISCELLANEOUS PROVISIONS
Additional provision: The use of the 20 strands of the District's fiber by the other BRAN parties must in all respects be in compliance with the terms of the City-District agreement (e.g. section VI(D) concerning the construction of laterals).