

INTERGOVERNMENTAL AGREEMENT  
FOR USE OF CARRIER NEUTRAL FIBER OPTIC NETWORK

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THIS AGREEMENT (“Agreement”) is made and entered into this   3   day of   March  , 20, by and between the CITY OF GRAND JUNCTION, COLORADO, a Colorado municipal corporation, hereinafter referred to as the “City” or, in its capacity as licensor of the fiber use rights described herein, the “Licensor”; and THE STATE OF COLORADO, acting by and through the Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University, hereinafter referred to as the “Trustees,” the “State” or “CMU,” or in its capacity as licensee of the fiber use rights described herein, the “Licensee.”

RECITALS

The City and CMU have agreed to enter into a contract wherein the City will grant CMU a limited, non-ownership, revocable right to use a dark fiber pair within an existing City-owned fiber-optic lateral in order to facilitate secure and reliable data connectivity to and between educational facilities. The City has constructed a Carrier Neutral Location (“CNL”) fiber optic network throughout the City which the City maintains. CMU wishes to access this fiber optic network for its benefit. The Trustees have concluded that the grant of such fiber use rights by the City will assist in furthering CMU’s academic, administrative, research and operational needs. The City represents that it is qualified, ready, willing and able to make available and support the fiber facilities described in this Agreement, subject to the limitations and conditions set forth herein. The parties acknowledge that each is a governmental entity and that they enter into this Agreement pursuant to their respective governmental powers and authorities and for a valid public purpose.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF AGREEMENT; GRANT OF FIBER-USE RIGHTS.

The City hereby grants to CMU a revocable, limited right to use one dark fiber pair within an existing City-owned fiber-optic lateral (the “Licensed Fiber Pair”), together with the limited rights of access, use and interconnection described in this Agreement. The rights granted are a license only, are non-exclusive, do not create any property interest of any kind, and are expressly subject to the suspension and termination provisions of this Agreement. CMU acknowledges that no indefeasible or permanent right is created.

The license permits transmission of optical signals only and does not convey any ownership interest in any City fiber, cable, conduit, handhole, vault, cabinet, splice enclosure or other infrastructure, any easement or property interest of any kind, any right to

access, modify or alter City infrastructure, any right to use any additional fiber strands or capacity, or any right to resale, commercial use or third-party access.

The general location of the Licensed Fiber Pair will be a lateral connecting a mutually agreed City demarcation point to a mutually agreed CMU demarcation point, as those points may be documented by the parties in a separate document. The City retains full ownership of all fiber, cable, conduit, vaults and associated infrastructure and reserves the right to reconfigure, relocate, repair, replace or augment such infrastructure in its discretion, provided that such actions do not unreasonably and materially interfere with CMU's use of the Licensed Fiber Pair as contemplated herein, subject always to the City's overriding public safety and operational priorities.

## 2. CONDITION OF FIBER; NO WARRANTY.

CMU accepts the Licensed Fiber Pair on an "as is" and "as available" basis, without warranty of any kind, express or implied, including without limitation any warranty of fitness for a particular purpose, merchantability, performance, capacity, error-free operation or future availability. CMU acknowledges that there is no service level agreement, uptime guarantee or restoration timeline commitment associated with the Licensed Fiber Pair.

## 3. DEMARCATION POINTS; ACCESS; INTERCONNECTION.

The parties shall mutually designate a high-level demarcation point on the City's side and a demarcation point on CMU's side where the Licensed Fiber Pair will be delivered and accepted. The City will deliver the Licensed Fiber Pair at the City demarcation point, and CMU will be responsible for all equipment, cabling and facilities on its side of the demarcation. CMU shall not access, open, enter or disturb any City handhole, vault, conduit, cabinet, splice enclosure or other outside plant or network infrastructure. All field work on City infrastructure shall be performed exclusively by the City or its contractors.

Any request by CMU to interconnect the Licensed Fiber Pair to other CMU facilities, to other City facilities, or to any third-party facility shall be submitted to the City in writing. The City may approve or deny any such request in its sole discretion. If the City approves an interconnection, all work on City facilities shall be performed by the City or its contractors at locations and in a manner determined by the City. Approval of any particular interconnection request shall not obligate the City to approve any future request.

## 4. MAINTENANCE, OPERATIONS AND PRIORITY.

The City will maintain its fiber plant, including the Licensed Fiber Pair, in a manner consistent with the City's overall practices and priorities for municipal and public safety operations. The parties acknowledge that public safety, emergency services and core

municipal operations have absolute priority over support for the Licensed Fiber Pair and that the City shall have no obligation to modify its maintenance or operational practices to accommodate CMU's desired service levels.

To the extent reasonably practicable, the City will provide CMU with advance notice of any planned maintenance that is expected to interrupt service on the Licensed Fiber Pair. The City may perform emergency maintenance or respond to outages or hazards without advance notice, and in such circumstances the City will use reasonable efforts to inform CMU as soon as practicable. The City does not guarantee fiber continuity, restoration timelines, uptime, performance or any particular repair or response time.

If CMU requests work related to the Licensed Fiber Pair or related City facilities, including but not limited to relocation of the demarcation point, additional splicing, rerouting or expansion, the City may, but is not obligated to, perform such work. The City may decline any requested work for any reason, including lack of resources, conflicts with other priorities or concerns with system integrity or security. Any such work, if performed, will not result in any financial obligation by CMU unless the parties expressly agree in writing to separate cost allocation terms with respect to a particular project.

If CMU's equipment or actions cause or contribute to damage or impairment to its own facilities, CMU shall be solely responsible for addressing such internal issues. If CMU's equipment or actions cause or contribute to damage or impairment to City facilities, the City will repair its own facilities at its discretion, subject to recovery of any damages or costs to the extent permitted by law.

#### 5. PERMITTED USES; RESTRICTIONS.

CMU's use of the Licensed Fiber Pair is limited to CMU's internal academic, administrative, research and operational needs and to such related activities as may be reasonably necessary for CMU to connect its internal network and systems to the Licensed Fiber Pair. CMU may not use the Licensed Fiber Pair to provide commercial or paid telecommunications, internet or other services to third parties, may not resell or lease fiber capacity or rights, may not permit third-party access to the Licensed Fiber Pair or related City facilities, may not install or operate unapproved optical equipment that creates risk to the City's CNL, may not use the Licensed Fiber Pair for any illegal activity, and may not engage in activities that create security, safety or operational risks to the City or its network. Any use of the Licensed Fiber Pair inconsistent with this section shall constitute a material breach of this Agreement.

#### 6. SECURITY, CYBERSECURITY AND LEGAL COMPLIANCE.

CMU shall be solely responsible for the security of its own networks, systems and equipment and shall ensure that any equipment attached to or used in conjunction with the Licensed Fiber Pair complies with applicable cybersecurity best practices, institutional policies and industry standards. If the City reasonably determines that any CMU equipment, configuration or activity connected with the Licensed Fiber Pair presents a cybersecurity, safety or operational threat to City systems or the broader community, the City may temporarily or permanently disconnect the Licensed Fiber Pair from CMU's equipment without prior notice. The City will use reasonable efforts to notify CMU and cooperate in good faith to address the issue and restore connectivity when appropriate.

CMU shall comply with all applicable federal, state and local laws, rules and regulations in connection with its use of the Licensed Fiber Pair and performance of this Agreement. Any violation of law, or any use of the Licensed Fiber Pair that materially interferes with the City's operations or legal obligations, shall constitute grounds for termination by the City under the Termination provisions of this Agreement.

#### 7. TERM; TIME OF PERFORMANCE.

This Agreement shall commence on the Effective Date, which shall be the date on which the last party executes this Agreement, and shall continue in effect until terminated as provided in this Agreement. The parties anticipate that the fiber-use rights granted herein are intended to be long-term in nature; however, nothing in this Agreement shall limit either party's termination rights as expressly set forth below. The parties may, by mutual written agreement, renew, extend or modify this Agreement or document specific commencement dates for service over the Licensed Fiber Pair.

#### 8. COMPENSATION.

The parties acknowledge and agree that the City is granting the Licensed Fiber Pair to CMU without monetary charge and that CMU shall not owe the City any license fee, rent or other recurring or nonrecurring charge solely for CMU's permitted use of the Licensed Fiber Pair as provided herein. Each party shall be responsible for its own internal costs, expenses and obligations associated with this Agreement, including equipment, staffing, operations and internal maintenance. If the parties mutually agree in writing to undertake any special project, relocation or construction beyond the scope of this Agreement that involves shared funding or cost allocation, such terms shall be memorialized in a separate written amendment or agreement.

#### 9. LIABILITY; GOVERNMENTAL IMMUNITY; INDEMNIFICATION.

As between the parties, the City shall not be liable to CMU for outages, impairments, interruptions, degradations, errors, failures, delays, loss of service, loss of data or

research, academic or operational disruptions, or for any indirect, special, consequential, incidental or punitive damages arising out of or relating to this Agreement or the Licensed Fiber Pair, regardless of the theory of liability and even if the City has been advised of the possibility of such damages. CMU shall be responsible for its own equipment, network operations, internal security and contingency planning.

Nothing in this Agreement shall be construed as a waiver, express or implied, of any of the immunities, rights, benefits, protections or limitations of liability afforded to either party under the Colorado Governmental Immunity Act, section 24-10-101 et seq., Colorado Revised Statutes, as now or hereafter amended, or any other applicable law. The parties understand and agree that liability for claims for injuries to persons or property and other claims that lie in tort or could lie in tort that arise out of the acts or omissions of the City, CMU, the Trustees or their respective officers, agents and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act and, as to the Trustees and CMU and their officers, agents and employees, by the provisions of section 24-30-1501 et seq., Colorado Revised Statutes, as now or hereafter amended, and that any such liability shall be further limited to the extent of insurance coverage actually in effect.

To the extent permitted by law and subject to the limitations of the Colorado Governmental Immunity Act, the City shall be responsible for and shall defend, indemnify and hold harmless the State, the Trustees and CMU from and against any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the negligent acts or omissions of the City, its officers, employees and agents in the performance of this Agreement or in connection with the City's entry upon State-owned property upon which work under this Agreement is performed. This obligation shall not apply to liability or damages resulting from the negligence or willful misconduct of the Trustees, CMU, the State or their students, officers, agents or employees.

To the extent permitted by law and subject to the same limitations, CMU shall be responsible for and shall defend, indemnify and hold harmless the City from and against any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the negligent acts or omissions of CMU, its officers, employees and agents in connection with its use of the Licensed Fiber Pair and performance of this Agreement. These indemnification obligations shall survive termination of this Agreement, but nothing herein shall be construed to expand any party's liability beyond the limits established by law.

## 10. TERMINATION.

The fiber-use rights granted to CMU under this Agreement are revocable and do not constitute an indefeasible or permanent interest in the City's fiber facilities.

The City may terminate this Agreement, in whole or in part, for convenience, with or without cause, upon not less than ninety days' prior written notice to CMU. In addition, the City may immediately terminate this Agreement upon written notice if CMU violates any applicable law in connection with the Licensed Fiber Pair or the fiber-use rights granted hereunder, creates or permits a cybersecurity, safety or operational risk that the City reasonably deems unacceptable, accesses or attempts to access City infrastructure without authorization, attempts to resell, lease or otherwise commercially exploit the Licensed Fiber Pair or any associated capacity, installs or operates unapproved equipment that threatens the City's plant or operations, or otherwise materially breaches this Agreement and fails to cure such breach within a reasonable period after written notice where cure is possible, or if the City determines, in its reasonable discretion, that continued provision of the fiber-use rights materially conflicts with the City's network security, public safety, operational or policy objectives.

CMU may terminate this Agreement for convenience upon not less than ninety days' prior written notice to the City. CMU may also terminate this Agreement upon written notice if the City materially breaches this Agreement and fails to cure such breach within a reasonable period after written notice where cure is possible.

If this Agreement is terminated because funds are not appropriated, budgeted or otherwise made available by the State of Colorado or CMU for the next succeeding fiscal year, CMU may terminate this Agreement effective at the end of its then-current fiscal period by providing written notice to the City, and the City shall be compensated, if applicable, for the reasonable value of any agreed-upon reimbursable services actually performed before the effective date of termination and for any documented non-cancellable obligations undertaken at CMU's written request, subject to the limitations of this Agreement.

Upon any termination of this Agreement, CMU shall immediately cease all use of the Licensed Fiber Pair, disconnect any CMU equipment connected to the City demarcation point, and remove any CMU-owned equipment from City facilities as reasonably directed by the City. The City will have no obligation to maintain the Licensed Fiber Pair following termination.

## 11. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier

service, or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the City:

City of Grand Junction

250 North 5th Street

Grand Junction, Colorado 81501

Attn: City Manager

with a copy to: Office of the City Attorney, same address.

If to the Trustees/CMU:

Office of Financial and Administrative Services

Colorado Mesa University

1100 North Avenue

Grand Junction, Colorado 81501-3122

Attn: Vice President for Finance and Administration.

Either party may change its notice address by giving written notice of the new address in accordance with this section. Mailed notices shall be deemed effective upon deposit with the United States Postal Service.

## 12. SEVERABILITY.

In the event any provision of this Agreement, or the application thereof to any person or circumstance, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remainder of this Agreement shall not be affected and shall be construed as if the invalid, illegal or unenforceable provision had never been included, to the extent that the remainder of this Agreement is capable of execution.

## 13. NO THIRD-PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Trustees/CMU. Nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person. It is the express intention of the City and the Trustees/CMU that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## 14. ASSIGNMENT.

This Agreement shall not be assigned, pledged or transferred in whole or in part by CMU without the prior written consent of the City. Any attempted assignment or transfer in

violation of this section shall be void. The City may assign this Agreement, in whole or in part, to another governmental entity as part of a merger, consolidation or reorganization of municipal functions, provided that such assignment does not materially impair CMU's rights under this Agreement.

#### 15. HEADINGS.

The headings and titles contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

#### 16. ENTIRE AGREEMENT; AMENDMENTS.

The parties acknowledge and agree that the provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. No amendment, modification or change to this Agreement shall be effective unless it is in writing and executed by authorized representatives of both parties with the same formality as this Agreement.

#### 17. VENUE; CHOICE OF LAW.

This Agreement shall be deemed to have been made in and shall be construed, interpreted and enforced in accordance with the laws of the State of Colorado and the ordinances of the City of Grand Junction and the rules and regulations issued pursuant thereto. Any provision of this Agreement, whether incorporated herein by reference or otherwise, that conflicts with such laws, ordinances, rules or regulations shall be null and void. Any legal action arising out of or relating to this Agreement shall be brought in the District Court for Mesa County, Colorado, except that any claims under federal law may be brought in the United States District Court for the District of Colorado.

#### 21. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically, including by facsimile or in portable document format, shall be deemed original signatures for all purposes.

SIGNATURES

STATE OF COLORADO

acting by and through the Trustees of Colorado Mesa University  
for the use and benefit of Colorado Mesa University

By: \_\_\_\_\_ 3/3/2026

Name: Dakota Kolyer

Title: Contract Manager

CITY OF GRAND JUNCTION, COLORADO

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

Name: Scott Hockins

Title: IT Director

Date: 2/27/2026