

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and among THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), the DEPARTMENT OF HUMAN SERVICES (DHS), the COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE), the DEPARTMENT OF PUBLIC SAFETY (DPS), THE GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY (OIT), THE JUDICIAL BRANCH and the DEPARTMENT OF REVENUE (DOR), (collectively referred to as the "Agencies") memorializes the agreement of the Agencies to implement and maintain the Strategic Plan (Executive Summary attached as Exhibit 1 and incorporated herein) as resources are made available.

Recitals:

- A. The State Traffic Record Advisory Committee (STRAC) is a comprehensive committee formed as part of a federally sponsored effort to collect, organize, analyze and utilize all types of information relating to accidents that occur on the roadways.
- B. STRAC members have authored the Strategic Plan, which sets forth the objectives, goals, methods and responsibilities of the various Agencies in gathering and maintaining traffic safety data. STRAC has the responsibility for overseeing the development, implementation and management of the Strategic Plan (Attachment A).
- C. STRAC has identified that each of the Agencies listed above has an integral role in executing the Strategic Plan.

Now therefore, CDOT, DHS, CDPHE, DPS, OIT, the JUDICIAL BRANCH, and DOR hereby agree as follows:

- 1. Each of the Agencies will implement the attached Strategic Plan in order to develop a comprehensive integrated traffic records system which is accurate, complete, timely and accessible. STRAC intends to make the Agencies more efficient by reducing the instances of redundant and inaccurate information through the sharing of information as described in the Strategic Plan.
- 2. Implementation of the Strategic Plan will provide the Agencies easy access to information while providing the security and confidentiality needed by each of the Agencies. None of the Agencies will be asked to provide information that they cannot legally divulge. Participation in implementing the Strategic Plan will be tailored to meet the specific confidentiality requirements of each agency.

3. Nothing in this MOU shall be construed to place the employees, officers, agents, designees or personnel of any party under the control or employment of another party. Nothing in this MOU is intended to create or grant to any third party or person any right or claim for damages, or the right to bring or maintain any action at law.
4. The term of this MOU shall be from the date of full execution by the Agencies, for a period of five years, however, if the parties so desire, the term may be extended for a subsequent time period on then mutually acceptable terms. The parties, or their designees, agree to review the MOU on an annual basis.
5. All participating Agencies will maintain ownership, control, and will continue to serve as custodian of its own data, documents, and /or information (collectively "data"), even if this data is shared as part of the Strategic Plan.

6. Contacts:

For CDOT:

Executive Director
4201 E. Arkansas
Denver, CO 80215
(303) 757-9201

For DHS:

Executive Director
1575 Sherman Street, 8th floor
Denver, CO 80203
(303) 866-3475

For JUDICIAL BRANCH:

State Court Administrator
1300 Broadway, Ste. 1200
Denver, CO 80203
(720) 625-5000

For CDPHE:

Executive Director
4300 Cherry Creek Dr. South
Glendale, CO 80246-1530
(303) 692-2000

For DPS:

Executive Director
700 Kipling
Denver, CO 80215
(303) 239-4398

For DOR:

Executive Director
1375 Sherman St., Rm.409
Denver, CO 80261
(303) 866-3091 x 5610

For OIT:

State Chief Information Officer
601 E. 18th Avenue, Suite 250
Denver, Colorado 80203
(303) 764-7700

7. Annual action steps and projects will be identified for inclusion in the Highway Safety Plan and, if appropriate, in the Strategic Plan for Highway Safety. This annual action plan will include specific tasks, funding, deliverables, schedule, and responsible agency. If any of the Agencies shall fail to fulfill, in a timely and proper manner, its obligations under the Strategic Plan, or if any of the Agencies determines that the purposes of the MOU would no longer be served by completion of the work as identified in the Strategic Plan, any of the Agencies shall have the right to terminate this MOU by giving written notice of such termination, at least thirty (30) days before the effective date of such termination.
8. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU and Strategic Plan shall be strictly reserved to the parties hereto. It is the express intent of the parties hereto that any person or entity, other than the parties to this MOU, receiving services or benefits under this MOU shall be deemed incidental beneficiaries only.

IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year Indicated:

By: 
Shailen P. Bhatt, Executive Director
Colorado Department of Transportation

Date: 7/13/2016

Attest by: _____

Date: _____

Title: _____

By: Barbara Brohl
Barbara Brohl, Executive Director
Colorado Department of Revenue

Date: 9/2/16

Attest by: Albert Prado

Date: 9/2/16

Title: Executive Asst.

By: *Reggie Biron*
Reggie Biron, Executive Director
Colorado Department of Human Services

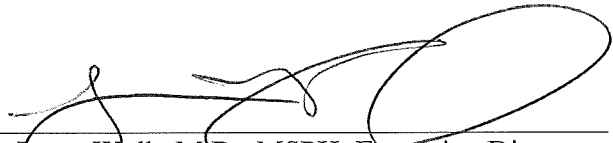
Date: 7-30-16

Attest by: _____

Date: _____

Title: _____



By: 

Larry Wolk, M.D., MSPH, Executive Director
Colorado Department of Public Health and Environment

Date: 7/6/16

Attest by: _____

Date: _____

Title: _____

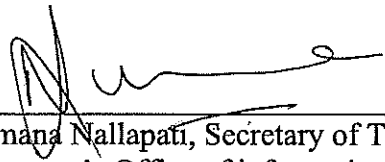
By: Stan Hilkey
Stan Hilkey, Executive Director
Colorado Department of Public Safety

Date: 9/5/16

Attest by: Althea Long, Exec. Asst

Date: 9/6/16

Title: _____

By:  Date: 9-6-16
Sumana Nallapati, Secretary of Technology & State Chief Information Officer
Governor's Office of information Technology

Attest by: Cathy Von Bieren Date: 9-6-16

Title: Business Manager