CITY OF EDGEWATER

RESOLUTION NO. 2015 - 08
SERIES OF 2015

A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD AND WHEAT RIDGE AND THE TOWN OF MOUNTAIN VIEW FOR THE USE AND MAINTENANCE OF A REGIONAL CRIMINAL JUSTICE RECORDS MANAGEMENT SYSTEM

WHEREAS, pursuant to Article XIV Section 18 of the Colorado Constitution and C.R.S. § 29-1-203, the City of Edgewater (the "City") is authorized to contract with other governmental entities to cooperate in the provision of any service or function the City is authorized to provide; and

WHEREAS, the City and a number of other area municipalities are each authorized to provide law enforcement services, which necessarily requires them to maintain criminal justice records management systems; and

WHEREAS, the City and other area jurisdictions each previously maintained their own criminal justice records management systems ("RMS") with facilities located in their own jurisdictions; and

WHEREAS, by Resolution No. 2015-04, on March 5, 2015, the Edgewater City Council ("Council") approved an intergovernmental agreement with other area municipalities to form a separate legal entity to manage a regional shared records management system; and

WHEREAS, the parties to the intergovernmental agreement approved by the City by said Resolution No. 2015-04 have since determined that the formation of a separate legal entity to manage a regional RMS presents unforeseen logistic challenges, particularly in regards to the City of Lakewood acting as the financial agent for such an entity, and now therefore desire to amend and restate the intergovernmental agreement to eliminate the requirement that a separate legal entity be formed to manage the regional RMS; and

WHEREAS, the Council therefore desires to act by resolution, as required by Section 19.9 of the City's Home Rule Charter, to approve the amended and restated intergovernmental agreement attached to this resolution concerning the establishment of a regional shared records-management system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER THAT:

Section 1. The Amended and Restated Intergovernmental Agreement Among the Cities of Arvada, Edgewater, Golden, Lakewood and Wheat Ridge and the Town of Mountain View for the Use and Maintenance of a Regional Criminal Justice Records

Management System, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.

Section 2. This Resolution shall take effect immediately.

INTRODUCED, READ AND ADOPTED this 16th day of July, 2015.

/s/ *Bonnie McNulty*, Mayor

ATTEST:

/s/ *Elizabeth A. Hedberg*, MMC
City Clerk

APPROVED AS TO FORM:

/s/ *Thad W. Renaud*, City Attorney

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD AND WHEAT RIDGE AND THE TOWN OF MOUNTAIN VIEW FOR THE USE AND MAINTENANCE OF A REGIONAL CRIMINAL JUSTICE RECORDS MANAGEMENT SYSTEM

TABLE OF CONTENTS

1.0 DEFINITIONS 5

2.0 EXHIBITS 7

3.0 RMSC – MEETINGS 7
- 3.1 Creation 7
- 3.2 Intent 7
- 3.3 Principal Meeting Location 7
- 3.4 RMSC Membership and Number of Members 7
- 3.5 Voting and Quorum 7

4.0 TERM 8
- 4.1 Initial Term 8
- 4.2 Beginning and End of Terms 8

5.0 MANAGEMENT OF REGIONAL RMS 8
- 5.1 Regional RMS Manager 8
- 5.2 Assigned Employees 9
- 5.3 RMSC Party Representatives 10

6.0 FISCAL AGENT; GENERAL FINANCIAL TERMS AND OBLIGATIONS 11
- 6.1 Fiscal Agent; Duties and Responsibilities 11
- 6.2 Deposits and Expenditures 11
- 6.3 Annual Financial Report 11
- 6.4 Monthly Financial Accounting 11
- 6.5 Unused Funds to Roll Over 11
- 6.6 Invoice Procedures and Payment Terms 12
- 6.7 Access to Financial Records and Reports 12
- 6.8 Amounts Forfeited 12

7.0 RECORDS SHARING AND MANAGEMENT 12
- 7.1 Management and Use Generally 12
- 7.2 Access to Records 12
- 7.3 Records Security 13
- 7.4 Records Custody and Control 13
- 7.5 Obligation to Share Intelligence Information with the Regional RMS 13
- 7.6 Multi-Jurisdictional Task Force 13

8.0 RIGHTS OF THE PARTIES 14
8.1 Financial Responsibility 14
8.2 Voluntary Assumption of Obligations 14
8.3 Access to Administrative Reports 14
8.4 Data Conversion 14

9.0 ADDITION OF NEW PARTIES 14
9.1 Time of Entry 14
9.2 Eligibility 14
9.3 Process 14
9.4 Status of New Parties 15

10.0 COST ALLOCATION, PARTY CONTRIBUTIONS AND PAYMENT TERMS 15
10.1 Fees, Charges and Assessments 15
10.2 Other Fees, Charges and Assessments 16
10.3 Addition or Termination of Parties 17
10.4 Payments Nonrefundable 17
10.5 Regional RMS Equipment – Ownership and Disposition 17
10.6 Party Equipment 17
10.7 Costs of Data Conversion 17
10.8 Grant Monies 17

11. 0 REGIONAL RMS EQUIPMENT 17
11.1 Best Efforts 17
11.2 Maintenance and Support 18
11.3 Location 18
11.4 Regional RMS Software – License 18
11.5 Party Equipment – Conditions of Use 18
11.6 Connectivity between Party RMS and Regional RMS 18

12.0 AMENDMENTS 19

13.0 TERMINATION; WINDING UP 19
13.1 Individual Party Termination 19
13.2 Termination for Non-Appropriation 19
13.3 Termination by Default 19
13.4 Termination by Vote of the Parties 19
13.5 Wind-up of This Agreement 19

14.0 INSURANCE 20
14.1 Insurance for Regional RMS Equipment 20
14.2 Evidence of Insurance 20
14.3 Requirements 20

15.0 GENERAL PROVISIONS 20
15.1 Additional Documents or Action 21

COE.CNB.00175

15.2 Assignment 21
15.3 Authority 21
15.4 Captions; Construction and Interpretation 21
15.5 Claims or Suits 21
15.6 Counterparts 21
15.7 Dispute Resolution 21
15.8 Electronic Disposition of Agreement 21
15.9 Entire Agreement 21
15.10 Force Majeure 22
15.11 Governing Law and Venue 22
15.12 Governmental Immunity 22
15.13 Independent Agencies 22
15.14 Necessary Personnel, Equipment and Facilities 22
15.15 No Third Party Beneficiaries 22
15.16 Non-appropriation 22
15.17 Notices 22
15.18 Severability 23
15.19 Waiver of Breach 23

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD AND WHEAT RIDGE AND THE TOWN OF MOUNTAIN VIEW FOR THE USE AND MAINTENANCE OF A REGIONAL CRIMINAL JUSTICE RECORDS MANAGEMENT SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), effective as of January 1, 2015 (the "Effective Date"), is entered into by and among the Cities of Arvada, Edgewater, Golden, Lakewood and Wheat Ridge and the Town of Mountain View, each of them a Colorado home rule municipal corporation, and all other entities that sign this Agreement in accordance with the requirements herein. The foregoing entities may be hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, C.R.S. §29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility;

WHEREAS, each of the Parties is authorized to establish, maintain, and provide law enforcement services;

WHEREAS, each of the Parties is engaged in emergency response and other public safety functions that rely on an effective and efficient criminal justice records management system;

WHEREAS, an effective criminal justice records management system functions to enhance the ability to identify and manage crime and other incidents, to streamline management of intelligence information, and to ease preparation for trials and other courtroom proceedings;

WHEREAS, currently, each Party maintains its own individual criminal justice records management system ("RMS") with facilities located in that Party's jurisdiction;

WHEREAS, the Parties wish to combine their RMSs to standardize workflow processes, support more robust crime analysis, better identify crime trends, and ensure continuity of criminal justice records management services;

WHEREAS, the Parties wish to have the ability to share criminal justice records information in real time with each other;

WHEREAS, the Parties wish to partner in the creation and maintenance of a combined, or regional, RMS ("Regional RMS" as defined below) that allows each of the Parties to enhance its ability to consistently utilize and manage criminal justice records;

WHEREAS, the Parties have previously organized and staffed an open and public bidding process to identify and select a records management system vendor that can provide a

technologically reliable, effective, and efficient Regional RMS, including records management software and related services;

WHEREAS, as a result of this process, the Parties have selected Niche Technology, Inc. as the vendor best suited to provide the Regional RMS;

WHEREAS, the Parties understand and acknowledge that each of them must also cooperate to provide the underlying infrastructure necessary to support a robust Regional RMS;

WHEREAS, the Parties must now cooperate in the design, purchase, and installation of the components necessary to construct and operate a Regional RMS, which components include computer hardware equipment and computer software along with needed management, administration, maintenance, training, and other support services; and

WHEREAS, the Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this Agreement, and to allow those other agencies or entities to use the Regional RMS under the terms and conditions set forth herein or as otherwise agreed upon.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions will apply:

Agency RMS Administrator means each Party's information technology employee designated by such Party to be responsible for the day-to-day maintenance and administration of such Party's individual records management system, its Party Equipment and its connection to the Regional RMS. Each Party will use its best efforts to communicate to the others the name of and contact information for its designated Agency RMS Administrator. In the event a Party fails to make such a designation, such Party's Agency RMS Administrator will be the director of that Party's information technology department or division. In the event a Party has no designated director of information technology, that Party's Agency RMS Administrator will be its Chief of Police or designee thereof.

C*riminal Justice Record* or *Records* has the same meaning as that set forth in C.R.S. §24-72-302(4) as may from time to time be amended.

Fiscal Agent means the Party that provides accounting, financial planning and payment services on behalf of the RMSC, the duties and responsibilities of which are more particularly set forth in Section 6 herein.

Individual Party Record or *Records* means any Criminal Justice Record that is not placed into the Regional RMS by a Party but instead remains solely in the possession or control of that Party. As an example, an investigatory file compiled by a Party that remains solely in the possession of that Party is an "Individual Party Record."

Intelligence Information means evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a Criminal Justice Record pursuant to C.R.S. §24-72-302(4) as may from time to time be amended.

Party Equipment means the components of each Party's individual RMS that are separately purchased, used in or maintained by such Party at that Party's expense and that are necessary to support such Party's connection to the Regional RMS.

Party Representative means the Agency RMS Administrators and Records Custodians of each Party.

Records Custodian means each Party's official custodian of Criminal Justice Records as defined in C.R.S. §24-72-302(8), as amended. Each Party will use its continuing best efforts to communicate to the others the name and contact information of its designated Records Custodian. In the event a Party fails to make such a designation, such Party's Records Custodian will be the director of that Party's police administrative or support services department or division. In the event a Party has no designated director of police administrative services, such Party's Records Custodian will be its Chief of Police. The Records Custodian functions as a Party Representative to the RMSC under this Agreement.

Regional Records Management System or Regional RMS means the integrated system of gathering and managing Criminal Justice Records of the Parties that is the subject of this Agreement and is more fully described herein. The Regional RMS will provide the functionality necessary to allow the Parties to manage their Criminal Justice Records to provide for full availability of a Party's records to that Party or to another Party's employees.

Regional RMS Equipment means the computer hardware, software, and other equipment that together provide the backbone of an integrated system for managing the sharing, security, accessibility, use and dissemination of Criminal Justice Records under this Agreement and includes any replacement equipment or new equipment or components made necessary due to technological or other advances in Criminal Justice Records system management. It also includes any other equipment, goods, or products necessary to the successful operation of the Regional RMS.

Regional RMS Manager or *Manager* means the person who is designated by the RMSC to manage the maintenance and day-to-day operations of the Regional RMS.

Regional RMS Software means any computer program licensed by Niche Technology, Inc., or any successor vendor used by the RMSC and the Parties in operating the Regional RMS along with any updates thereto or successor versions or releases thereof.

RMSC means the consortium formed hereunder to manage the Regional RMS and to develop and implement policies to further the goals of the Regional RMS and this Agreement.

2.0 EXHIBITS

2.1 Exhibit "A": Jefferson County Regionalized Public Safety and Technology Consortium: Law Enforcement Records Management System Project Cost Allocation

2.2 Exhibit "A" is incorporated herein by reference for all purposes. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of Exhibit "A," the terms of this Agreement will control.

3.0 RMSC; MEETINGS

3.1 Creation of RMS Consortium. Pursuant to C.R.S. § 29-1-203, the Parties hereby establish a consortium, to be known as the RMSC, for the purpose of establishing and managing the Regional RMS, as herein provided, and to develop and implement policies to further the goals of the Regional RMS and this Agreement, as more particularly described herein.

3.2 Intent. The intention of the Parties in the creation of the RMSC is to facilitate the sharing of responsibilities and expenses related to the design, creation, maintenance and management of the Regional RMS so as to allow for efficient and effective access to, and management of, Criminal Justice Records by the Parties.

3.3 Principal Meeting Location. The principal meeting location for the RMSC will be at the City of Lakewood Public Safety Building located at 445 South Allison Parkway, Lakewood, Colorado, unless and until otherwise established from time to time by the RMSC.

3.4 RMSC Membership and Number of Members. Each Party shall designate its Chief of Police as a member of the RMSC (each, a "Member") who will serve in such position as long as he or she holds the position of Chief. Should a Chief be unable to serve, such Party's Acting Chief or designee thereof will serve as the Member for that Party.

3.5 Voting and Quorum. Each Member shall be entitled to one (1) vote on any matter coming before the RMSC. The attendance of at least a majority of all the Members shall constitute a quorum. Approval of any matter before the RMSC shall require the affirmative vote of a simple majority of the Members present at any meeting at which there is a quorum, except as otherwise specified in this Agreement.

4.0 TERM

4.1 Initial Term. Unless sooner terminated as a result of non-appropriation of funds as set forth below, the initial term of this Agreement will run for ten (10) years from the Effective Date ("Initial Term"). This Agreement may be renewed for additional five-year periods ("Renewal Term or Terms"). Such Renewal Terms will be automatic unless this Agreement is terminated as herein provided.

4.2 Beginning and End of Terms. Unless earlier terminated as herein provided, the Initial Term shall begin on January 1, 2015, and shall extend through and including December 31, 2024, and the first Renewal Term will begin on January 1, 2025.

5.0 MANAGEMENT OF REGIONAL RMS

5.1 Regional RMS Manager.

5.1.1 Appointment. The RMSC may appoint an employee of a Party as the Regional RMS Manager and who will report directly to the RMSC, which appointment will be contingent upon the approval of the Party employing the Manager.

5.1.2 Manager's Duties. The Manager will be responsible for the overall Regional RMS configuration and for system maintenance, security and support. The Manager will oversee all day-to-day operations of the Regional RMS as set forth herein. The Manager will undertake and execute the RMSC's instructions and directions. The Manager will have the administrative authority necessary to perform the tasks and responsibilities assigned under this Agreement. The RMSC may grant to the Manager any additional administrative authority deemed necessary by the RMSC and in compliance with this Agreement. The Manager will attend all meetings of the RMSC, unless his or her attendance is excused by the RMSC, and make technical and practical recommendations to the RMSC about the ongoing operation of the Regional RMS. If the Manager is unavailable, the RMSC may designate an acting manager.

5.1.2.1 Cooperation with Fiscal Agent. The Manager will work with the Fiscal Agent to ensure financial planning duties are attended to and to assist the Fiscal Agent as set forth in Section 6 in seeing that all reasonable and necessary Regional RMS bills are timely paid.

5.1.2.2 Inventory Management. The Manager will create and maintain at all times during the Initial Term and any Renewal Terms a correct and complete inventory of all Regional RMS Equipment and furnishings. The Manager will work with the Fiscal Agent to establish support, maintenance and replacement accounts and schedules for all Regional RMS Equipment, including Regional

RMS Software, and any other items that are reasonably necessary for the ongoing operation of the Regional RMS.

5.1.2.3 Cooperation with the Party Representatives. The Manager is responsible for collaborating and cooperating with the Party Representatives to ensure the ongoing efficient and effective operation of the RMSC as well as the security of all Criminal Justice Records that become a part of the Regional RMS. To this end, the Manager and Party Representatives will confer on a regular, periodic basis, at mutually agreeable times and locations, and otherwise on an as-needed basis, for the purpose of reviewing and evaluating the operation of the Regional RMS.

5.1.3 Coordinate all Cross Agency Activity. The Manager will develop protocols that ensure consistent Criminal Justice Records management, to create standardized work flow processes to facilitate ease of use of the Regional RMS by all Parties, and to coordinate training necessary to ensure proper use of the Regional RMS by all authorized users in accordance with applicable security procedures and laws. The Manager may, with the approval of the RMSC, create any advisory, support, or implementation positions, groups or teams needed to ensure the ongoing success of the Regional RMS.

5.1.4 Term. The Manager's term is expected to be two (2) years. The actual length of the term may be longer or shorter, as determined between the RMSC and the Party that employs the Manager.

5.1.5 Removal of Manager. The RMSC by majority vote may remove the Manager at any time and for any reason. The Manager may be recalled by the Manager's employer at any time and for any reason by giving thirty (30) days prior written notice to the RMSC, unless the Party employing the Manager and the RMSC agree to other notification requirements.

5.1.6 Conditions of Service. The Manager's work hours and other conditions of appointment will be determined by agreement between the RMSC and the Party employing the Manager.

5.1.7 Compensation. The Party employing the Manager will bear all costs associated with employing the Manager including, but not limited to, the Manager's salary and benefits. The RMSC may, but is not obligated to, assess an annual fee against the Parties to reimburse the Party employing the Manager for part or all of the costs associated with such employment.

5.2 Assigned Employees.

5.2.1 Appointment. The RMSC may seek an Assigned Employee from any Party. Upon request of the RMSC, any Party may designate one or more Assigned Employees to work full- or part-time on behalf of the RMSC.

The RMSC may refuse any person designated to work as an Assigned Employee and may remove any Assigned Employee at any time and for any reason. An Assigned Employee may be recalled by his or her employing Party at any time and for any reason by giving thirty (30) days prior written notice to the RMSC, unless the Party employing the Assigned Employee and the RMSC agree to other notification requirements.

5.2.2 Work Assignments. Each Assigned Employee will work under the supervision and direction of the Manager and will have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the RMSC. The RMSC may grant to any Assigned Employee any additional administrative authority deemed necessary by the RMSC and approved by the Party employing the Assigned Employee. An Assigned Employee may attend Board meetings at the direction of the Manager if approved by the Party employing the Assigned Employee.

5.2.3 Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee.

5.2.4 Compensation. The Party employing the Assigned Employee will bear all costs associated with employing the Assigned Employee including, but not limited to, the Assigned Employee's salary and benefits. The RMSC may, but is not obligated to, assess an annual fee against the Parties to reimburse the Party employing the Assigned Employee for part or all of its costs associated with the Assigned Employee's service to the RMSC.

5.3 RMSC Party Representatives.

5.3.1 Designation. Each Party hereby designates its Records Custodian and Agency RMS Administrator, or designees thereof, as that Party's Representatives to the RMSC.

5.3.2 Duties. The Party Representatives will serve as the liaisons to the Manager for all day-to-day administrative, operational and technical issues as appropriate and will use their best efforts to coordinate with the Manager on all tasks that are necessary to the ongoing and successful operation of the Regional RMS. RMSC Party Representatives will work with the Manager to develop and promulgate RMSC policies and procedures as approved by the RMSC. A Party Representative may attend RMSC meetings with approval of the Party employing the Party Representative. A Party Representative may work through the Manager with Niche or any successor vendor or vendors as needed to ensure the success of the Regional RMS at the agency level.

6.0 FISCAL AGENT; GENERAL FINANCIAL TERMS AND OBLIGATIONS

6.1 Fiscal Agent; Duties and Responsibilities. One Party will serve as the Fiscal Agent for the Regional RMS, which will work with the Manager to establish an annual financial plan for presentation to and approval by the RMSC and to establish all accounts necessary to facilitate the ongoing operation and administration of the Regional RMS. The Fiscal Agent shall be responsible for the payment of all reasonable and necessary Regional RMS bills approved by the RMSC in its annual financial plan and properly funded. The Fiscal Agent shall pay vendors using funds received from the Parties.

6.1.1 Initial Fiscal Agent. The City of Lakewood will act as the initial Fiscal Agent for the Regional RMS. The RMSC may agree to appoint a successor Fiscal Agent from among the Parties or rotate the responsibilities of the Fiscal Agent among the Parties.

6.2 Deposits and Expenditures. If the designated Fiscal Agent is a Party, all funds of the Regional RMS will be accounted for in the Fiscal Agent's financial management system to allow for separate financial reporting and accurate accountability of all funds received and expended related to this Agreement. The Fiscal Agent's regular policies, procedures and internal controls will be followed. Additionally, no payment or withdrawals of such funds in an amount over $1,000.00 will be allowed without prior approval of the RMSC. Payments or withdrawals of such funds in amounts up to and including $1,000.00 may be authorized by the Manager, if included in the approved financial plan and properly funded.

6.2.1 Fiscal Agent to Contract. The Fiscal Agent shall enter into such contracts and agreements necessary to procure goods and services required for operation of the Regional RMS and the RMSC, as approved by the RMSC in its annual financial plan and properly funded, including, but not limited to, the contract with Niche.

6.3 Annual Financial Report. Beginning in 2016, the Fiscal Agent will deliver to the Manager, on or before February 28 of each year this Agreement is in effect, an annual financial report. The annual financial report will include an accounting of all revenues and contributions, including forfeitures, if any, and of any expenses or costs that are related to the operation and administration of the Regional RMS.

6.4 Monthly Financial Accounting. The Fiscal Agent will deliver to the Manager each month a written account of revenues and expenditures, including forfeitures, if any, received by the Fiscal Agent and invoices received and paid that month.

6.5 Unused Funds to Roll Over. Except as set forth in subsection 13.5, all unused funds in any Regional RMS account must be rolled over such that the funds are used to facilitate the operation, acquisition, maintenance and support, or the

replacement of Regional RMS Equipment, or otherwise used to facilitate the operation and administration of the Regional RMS.

6.6 Invoice Procedures and Payment Terms. The Fiscal Agent will, on an annual basis, invoice the other Parties for goods, services, fees, charges or assessments related to the operation and administration of the Regional RMS. The Party receiving the invoice must pay the Fiscal Agent the invoiced amount within 30 days of receipt of the invoice. All such invoices may be transmitted electronically. Any payment dispute will be handled in accordance with subsection 15.7.

6.7 Access to Financial Records and Reports. All financial records and reports of the Fiscal Agent relating to the administration of this Agreement or the operation and administration of the Regional RMS will be open to inspection at reasonable times by all Parties and the public, including an authorized auditor or representative of a Party. Any Party may access and examine pertinent books, documents, papers and records of the Fiscal Agent about transactions related to this Agreement. If the Fiscal Agent is a Party, it shall follow its own internal record retention policies and procedures with respect to such books, documents, papers and records. All records and reports shall be subject to the Colorado Open Records Act.

6.8 Amounts Forfeited. Should any Party terminate its participation in this Agreement, or be removed as a Party as set forth in subsection 13.3, that Party's contributions to the RMSC, including all membership, annual or other fees, charges or assessments, will be forfeited to the RMSC Fund as of the date of the Party's termination, and any such forfeited funds will be used for operation and administration of the Regional RMS.

7.0 RECORDS SHARING AND MANAGEMENT

7.1 Management and Use Generally. Each Party will share its Criminal Justice Records with the Regional RMS as set forth herein. Criminal Justice Records that are shared with or a part of the Regional RMS will be used for law enforcement purposes consistent with the welfare and protection of the general public. All records that are part of the Regional RMS will be maintained and kept in accordance with the provisions of the Criminal Justice Records portion of the Colorado Open Records Act as may from time to time be amended. A Party may maintain Individual Party Records as that Party sees fit.

7.2 Access to Records. Only the Parties' employees or employees of non-Party agencies or entities authorized by the RMSC may access Criminal Justice Records in the Regional RMS. All persons with access to the Criminal Justice Records must first pass a background screening process deemed adequate by the RMSC.

7.3 Records Security. All authorized users who have access to records that are a part of the Regional RMS will be trained in and follow the security procedures developed by the RMSC.

7.4 Records Custody and Control. Each Party will retain custody and control of, and will remain the official custodian of, any Criminal Justice Records it shares with the Regional RMS.

7.4.1 Release of Records. Neither the RMSC nor the Manager will release any Criminal Justice Records pursuant to a request under Article 72 of Title 24 of the Colorado Revised Statutes. Each Party is responsible for responding to a subpoena or a court order relating to its own Criminal Justice Records.

7.4.2 Sealed or Expunged Records. In the event a Party has shared a Criminal Justice Record with the Regional RMS and that record is then ordered sealed or expunged by a court of competent jurisdiction, the Party that shared the Criminal Justice Record is responsible for sealing or expunging that Record in compliance with the court order and applicable laws.

7.5 Sharing of Intelligence Information. No Party will be required to share Intelligence Information as that term is defined in Part 23 of Title 28 of the Code of Federal Regulations.

7.5.1 Access and Dissemination. Should Intelligence Information be shared with or become a part of the Regional RMS, it will be handled and disseminated consistent with the provisions of the Code of Federal Regulations noted herein. The RMSC may put in place policies and procedures for the receipt, use, maintenance, security and dissemination of Intelligence Information consistent with the Code of Federal Regulations noted herein.

7.5.2 Custody and Control. Each Party will retain custody of, and will remain the official custodian of, Intelligence Information. Neither the RMSC nor the Manager will be deemed to be the official custodian of Intelligence Information that becomes a part of the Regional RMS.

7.6 Multi-Jurisdictional Task Force. Where a Party also serves as the custodian of records for a multi-jurisdictional task force of which that Party is a member, the Party may opt to share Criminal Justice Records of such task force with the Regional RMS. Should these records be shared with the Regional RMS, the Party sharing the records may allow any member of such multi-jurisdictional task force access to Regional RMS records on the terms and conditions set forth herein. Under these circumstances, the multi-jurisdictional task force will not be considered a Party.

8.0 RIGHTS OF THE PARTIES

8.1 Financial Responsibility. The RMSC will not be required to pay any Party's costs associated with acquiring or maintaining any equipment, hardware or licensed software necessary for that Party to participate in the RMSC. The RMSC may agree to pay for expenses incurred by a Party that, in furtherance of the RMSC's purpose, maintains goods or facilities for use by other Parties or for use by the RMSC or that provides services to other Parties. As an example, the RMSC may agree to reimburse a Party for expenses related to insuring Regional RMS Equipment or facilities used to house Regional RMS Equipment.

8.2 Voluntary Assumption of Obligations. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities or obligations of the RMSC at the sole discretion of that Party.

8.2.1 Voluntary Contribution of Equipment or Goods. A Party may voluntarily contribute space, equipment, or other goods needed to operate the Regional RMS. Any item contributed to the Regional RMS by a Party will be returned to that Party in accordance with Section 10.

8.3 Access to Administrative Reports. Each Party will have access to any RMSC administrative reports or records that may be needed to manage that Party's individual RMS or to assist in or facilitate the utilization of the Regional RMS by that Party.

8.4 Data Conversion. Each Party may decide how much of its existing data, or existing Individual Party Records, will be converted or transferred into the Regional RMS system. Each Party will use its best efforts to ensure that converted data is complete and accurate.

9.0 ADDITION OF NEW PARTIES

9.1 Time of Entry. No entity shall be added as a Party until after (i) the Regional RMS is fully functional as contemplated herein; and (ii) the six original signatories hereto "go live" with the Regional RMS.

9.2 Eligibility. Only entities that are governmental agencies lawfully authorized to provide, establish, maintain and operate law enforcement services and create, keep and maintain Criminal Justice Records are eligible to become a Party.

9.3 Process.

9.3.1 An entity eligible under paragraph 9.2 desiring to become a Party (an "Eligible Entity") shall submit to the RMSC or the Manager a written request to become a Party.

9.3.2 The Eligible Entity shall become a Party only upon the affirmative vote of at least 75% of all of the Members. The RMSC may impose upon the

Eligible Entity such terms and conditions deemed reasonable and necessary for such approval.

9.3.3 The new Party must sign a separate signature page to this Agreement, and any amendments thereto, which states that the new Party agrees to all terms and conditions of membership in the RMSC. Upon (i) delivery of the signed signature page to the Manager; (ii) satisfaction of any terms and conditions imposed by the RMSC; and (iii) payment of any RMSC membership, annual or other fees, charges or assessments, such agency or entity will become a Party.

9.4 Status of New Parties. New Parties will share in all costs associated with the Regional RMS as of the date of the new Party's membership in the RMSC. The Regional RMS may be used by any such new Party in accordance with the terms set forth in this Agreement for existing Parties.

10.0 COST ALLOCATION, PARTY CONTRIBUTIONS AND PAYMENT TERMS

10.1 Fees, Charges and Assessments. Parties shall be assessed membership, annual or other fees, charges and assessments reasonably related to the administration and operation of the Regional RMS and the RMSC. All such costs will be allocated to each Party as a percentage of total costs based on the number of authorized sworn employees employed by that Party as set forth in Exhibit "A" or as otherwise set forth herein. These costs shall include, but are not limited to, payments to Niche or a successor vendor, Infrastructure costs and System Administrator (Manager) costs. The estimates of the costs assessed to each original Party are set forth in Exhibit "A." All Parties understand that Exhibit "A" reflects estimated costs as of October, 2014, and assumed that the contract with Niche would be signed in 2014. All Parties understand that the Niche contract will be signed in 2015, and consequently the actual costs may increase slightly, and all payment deadlines may be pushed back somewhat. For example, a payment that is shown in Exhibit "A" as being due in 2014 will actually be due in 2015, and so on. All payments will be made to the Fiscal Agent.

10.1.1 Initial Payment. The Manager will provide an invoice to each Party for the amount due as soon as practical after the date such Party signs this Agreement. Each Party's initial payment for Niche licensing fees and costs as set forth in the "2014 Funding Requirement" section of Exhibit "A" is due no later than thirty (30) days after such Party signs this Agreement.

10.1.2 Subsequent Payments.

10.1.2.1 Payments for Two Years Following Initial Payment – Generally. During the first two (2) years after the Niche contract is signed, the Parties' payment obligations will be as

set forth in the "2015 Funding Requirement" and "2016 Funding Requirement" sections of Exhibit "A."

10.1.2.2 Payments Beginning 2017. The Regional RMS is expected to be implemented for all Original Parties within approximately two years after the Niche contract is signed. At such time, the Manager will, after consultation with the Parties, reestablish the number of authorized sworn employees for each Party, and, with the approval of the RMSC, readjust the percentage of costs allocated to each Party, if necessary. On that basis, the Manager will establish the amounts due from each Party for the upcoming year. The Manager or Fiscal Agent will then invoice each Party the amount or amounts due based on the readjusted and reallocated figures for Niche support and maintenance costs, for Infrastructure sustainability costs, and for costs related to the Manager. To the extent practical, the Manager will notify the Parties of these anticipated payment obligations no fewer than sixty (60) days before payment is due. Each Party shall pay to the Fiscal Agent the invoiced amount no fewer than thirty (30) days after the date of the invoice to ensure the Fiscal Agent has the funds in place at the time these payments are due to Niche. This readjustment, reallocation and invoice process will continue through the Initial Term and any Renewal Term.

10.1.2.3 Milestone Payments. To the extent practical, the Manager will notify the Parties of an anticipated Niche milestone event payment or other anticipated payment obligation no fewer than sixty (60) days before the payment is due. At the time each notification is sent, the Manager will also invoice each Party for that portion of the Party's Niche milestone event payment or other payment obligation. Each Party will pay the invoiced amount to the Fiscal Agent no fewer than thirty (30) days after the date of the invoice to ensure the Fiscal Agent has the funds in place at the time the payment is due.

10.2 Other Fees, Charges and Assessments. The Parties agree that they while they have made every reasonable attempt to ensure that all costs necessary to establish, operate and maintain the Regional RMS are set forth in Exhibit "A," the Parties understand and acknowledge that it is not possible to anticipate every cost likely to be incurred therefor at the outset of such a complex project. The RMSC may assess any other fee, charge or assessment reasonably related to establishing, operating or maintaining the Regional RMS. Should this occur, the Parties will be invoiced for amounts due in the same manner as set forth in this Section 10.0 with all payments made to the Fiscal Agent.

10.3 Addition or Termination of Parties. Should a Party be added to this Agreement under section 9.0, or should a Party terminate its participation in or be terminated from this Agreement under section 13.0, the Manager will, after consultation with the Parties, reestablish the number of authorized sworn employees for each Party, and, with the approval of the RMSC, adjust the percentage of costs allocated to each Party and take any other action necessary to ensure the amounts charged to each Party after the date of such addition or termination are in conformance with this section.

10.4 Payments Nonrefundable. Except as otherwise set forth in subsection 13.5, payments made by a Party pursuant to the provisions of this Agreement are nonrefundable.

10.5 Regional RMS Equipment – Ownership and Disposition. Any Regional RMS Equipment that was contributed to the Regional RMS by a Party under subsection 8.2.1 will be returned to that Party upon termination of this Agreement or sold as surplus by the Fiscal Agent at the option of that Party, with the sale proceeds going to the RMSC Fund. Any Regional RMS Equipment that becomes obsolete or that is no longer needed as part of the Regional RMS will be sold as surplus or otherwise disposed of in accordance with the Fiscal Agent's rules or regulations. Proceeds from sales conducted under this subsection will be placed in the replacement accounts established in subsection 5.1.2.2 of this Agreement to help pay for new Regional RMS Equipment.

10.6 Party Equipment. Any equipment that is necessary to maintain a Party's connection to the Regional RMS will be purchased and maintained by such Party. Such equipment will be and remain the property of the Party that purchased the equipment.

10.7 Costs of Data Conversion. Each Party is responsible for all costs associated with converting or transferring its existing Individual Party Records into the Regional RMS.

10.8 Grant Monies. If agreeable to the Fiscal Agent, the Fiscal Agent may act as the agent for a Party in making application and receiving grant monies for any costs related to the administration or operation of the Regional RMS for which federal or state grant monies are available. Any such grant monies received will be allocated between all Parties proportionally based on the number of sworn officers each Party has at the time of the receipt of the monies insofar as applicable laws or grant rules allow, or as otherwise determined by the RMSC.

11.0 REGIONAL RMS EQUIPMENT

11.1 Best Efforts. Each Party understands that an efficient and effective Regional RMS is crucial to the successful operation of a criminal justice agency and therefore agrees to use its continuing best efforts to maintain and support the Regional RMS. The Parties understand that professional and technological

advances will necessitate a certain degree of flexibility by each Party in making procurement and management decisions.

11.2 Maintenance and Support. All Regional RMS Equipment necessary to provide the functionality set forth herein or as otherwise determined by the RMSC or the Manager will be maintained in accordance with vendor specifications and maintenance schedules, or with the specifications maintenance schedule of any successor vendor selected to provide Regional RMS Equipment.

11.2.1 Scheduling of Work on Regional RMS Equipment. The Manager and Agency RMS Administrators will use their best efforts to schedule maintenance or other necessary support services so as to cause the least loss of functionality to and productivity of the Parties.

11.3 Location. The primary servers and storage necessary to support the Regional RMS will be located at the City of Lakewood or as otherwise determined by the RMSC. The disaster recovery site will be located at the Jefferson County JFON network closet or as otherwise determined by the RMSC. The RMSC may, at any time during the Initial Term or any Renewal Term, place and maintain servers at multiple locations as determined by the RMSC.

11.3.1 Access to the Regional RMS and Regional RMS Equipment. Parties will remotely connect and access the Regional RMS with their own unique domain. Should a Party need physical access to Regional RMS Equipment at either the primary or back-up site, access will be coordinated with the Manager upon reasonable notice.

11.4 Regional RMS Software – License. Each Party will receive the appropriate Regional RMS Software licenses from Niche or any successor vendor or vendors, and each Party will be granted a non-exclusive license to use that software throughout the Initial Term and any Renewal Terms. Any agency or entity that becomes a Party after the Effective Date will also be granted a non-exclusive license to use Regional RMS Software.

11.5 Party Equipment – Conditions of Use. Each Party may use its Party Equipment as part of its individual RMS on the condition that such use does not negatively affect the capacity, or impair the functionality, of the Regional RMS.

11.5.1 Maintenance and Support of Party RMS Equipment. Each Party is responsible for maintaining and supporting its own Party Equipment and for all costs related to such maintenance and support services throughout the Initial Term and any Renewal Terms.

11.6 Connectivity between Party RMS and Regional RMS. Each Party is responsible for ensuring and maintaining fiber optic or other high speed connectivity between its individual RMS and the Regional RMS. Each Party is responsible for all costs related to ensuring and maintaining connectivity throughout the Initial Term and any Renewal Terms.

12.0 AMENDMENTS

This Agreement may be amended only upon duly-adopted resolution of each the governing bodies of at least seventy-five percent (75%) of the Parties approving such amendment.

13.0 TERMINATION; WINDING UP

13.1 Individual Party Termination. Any individual Party may terminate its participation in this Agreement by giving written notice to the RMSC at least thirty (30) days prior to the date of such termination, unless the RMSC and such Party have agreed on a different notice period.

13.2 Termination for Non-Appropriation. Should any Party fail to appropriate funds sufficient to meet that Party's obligations for any fiscal year, this Agreement will, at the RMSC's discretion, automatically terminate as to that Party on the first day of the fiscal year for which sufficient funds have not been appropriated or upon the expiration of all appropriated funds. Should this occur, the terminating Party's Member shall give written notice of such termination to the Manager as soon as is reasonably practical. The Party terminating its participation in this Agreement shall have no further financial obligation under this Agreement as of the date of the termination except those financial obligations related to necessary winding-up tasks. The remaining Parties will have no further obligation to provide any license or other service to the terminating Party as of the date of termination, except those related to necessary winding-up tasks. The RMSC will use its best efforts to ensure that any data or Criminal Justice Records belonging to the terminating Party are timely transferred to the terminating Party's individual RMS at the terminating Party's expense.

13.3 Termination by Default. Time is of the essence. If any payment or any other condition, obligation or duty is not timely made, tendered or performed by any Party, then this Agreement, at the option of a majority of the Parties who are not in default, may be terminated as to the defaulting Party by the non-defaulting Parties. The defaulting Party shall have no further financial obligation under this Agreement as of the date of the termination except those related to necessary winding-up tasks. The remaining Parties shall have no further obligation to provide any license or other service to the Party in default as of the date of termination for default, except those related to necessary winding-up tasks. The RMSC will use its best efforts to ensure that any data or Criminal Justice Records belonging to the Party in default are timely transferred to that Party's individual RMS at that Party's expense.

13.4 Termination by Vote of the Parties. This Agreement may be terminated by an affirmative vote of at least 75% of all the Members.

13.5 Wind-up of Agreement. In the event of termination of this Agreement by vote of the Parties, each Party will use its best continuing efforts to wind-up in a timely

manner its obligations pursuant to this Agreement and its involvement in the RMSC.

13.5.1 Return of Funds and Assets. If, at any time during the Initial Term or any Renewal Term, the Parties vote to terminate this Agreement, or if any time the Parties elect to not renew this Agreement, any funds remaining in any Regional RMS account will be distributed to the then-current Parties at the time of termination or non-renewal and according to any formula deemed appropriate by the RMSC. The distribution will take place as soon as is practical following the termination or non-renewal. All such distributions will occur only after all debts and obligations incurred for the Regional RMS are satisfied. Any non-monetary assets of the RMSC will be distributed in accordance with subsection 10.5. The Fiscal Agent will account for these disbursements in the final annual financial report.

13.5.2 Final Report. Within sixty (60) days of the termination of this Agreement, or of the end of the last Renewal Term of this Agreement, the Fiscal Agent will issue a final financial report accounting for any disbursements or distributions made to any of the Parties and the disposition of Regional RMS assets, if any.

14.0 INSURANCE

Each Party agrees to maintain during the Initial Term and any Renewal Term general liability insurance, automobile liability insurance, cyber liability, crime insurance or fidelity bond, and workers' compensation insurance as to its own employees.

14.1 Insurance for Regional RMS Equipment. Any Party that houses any Regional RMS Equipment must insure such Regional RMS Equipment against risk of physical loss and general liability during the Initial Term and any Renewal Term for as long as such Regional RMS Equipment is housed by that Party. The costs of this insurance shall be shared among all Parties as determined by the RMSC.

14.2 Evidence of Insurance. Upon execution of this Agreement, each Party will provide evidence of its insurance coverage to the other Parties. The Parties will ensure that certificates of insurance are issued automatically on the anniversary of the Effective Date throughout the Initial Term and any Renewal Terms.

14.3 Requirements. The insurance coverages required hereunder shall include:

14.3.1 General Liability Insurance in an amount not less than $1,000,000.00, with an annual aggregate limit of not less than $2,000,000.00;

14.3.2 Cyber/Network Privacy Liability insurance in an amount not less than $500,000.00.

15.0 GENERAL PROVISIONS

15.1 Additional Documents or Action. The Parties agree to take any additional action and execute any additional documents necessary to carry out this Agreement.

15.2 Assignment. This Agreement shall not be assigned by any Party.

15.3 Authority. The Parties each represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

15.4 Captions; Construction and Interpretation. The Table of Contents, section headings and other captions contained in this Agreement are for convenience and reference purposes only, are not part of the understanding of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

15.5 Claims or Suits. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and the insuring entities of all Parties in defending such claim or suit.

15.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. The signature page of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

15.7 Dispute Resolution. Any dispute among the Parties regarding an interpretation of this Agreement, or a dispute relating to the day-to-day operations of the Regional RMS, will be referred to the Manager and Party Representatives for initial resolution. The Manager and Party Representatives are authorized to resolve any such dispute by consensus. Any Party aggrieved by the decision of the Manager and Party Representatives may refer the dispute to the Board for final resolution, subject to judicial review. Each Party agrees to participate in dispute resolution processes in good faith, using its best efforts to resolve disputes in ways that are not only acceptable to the Parties involved, but that serve the public's interest in an effective and efficient Regional RMS.

15.8 Electronic Disposition of Agreement. The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

15.9 Entire Agreement. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement supersedes any and all prior negotiations, or understandings of the Parties.

15.10 Force Majeure. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

15.11 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the appropriate court for Jefferson County, Colorado.

15.12 Governmental Immunity.

15.12.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions, and for those of its Member, employees, officers, agents and volunteers.

15.12.2 No waiver. The Parties intend that nothing herein will be deemed or construed as a waiver by any Party of any rights, limitations, immunities or protections afforded to them under any federal, state or local constitutional, statutory or common law including, but not limited to, the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 120), as that Act may from time to time be amended.

15.13 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and maintain that status throughout.

15.14 Necessary Personnel, Equipment and Facilities. Each Party will maintain a level of personnel, equipment and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to directly fund the activities of any other Party. Employees and volunteers of each Party shall remain the employees and volunteers of that Party.

15.15 No Third-Party Beneficiaries. Nothing in this Agreement will be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party, including any Members, employees, officers, agents or volunteers of any person or entity with whom the Fiscal Agent contracts.

15.16 Non-Appropriation. Financial obligations of the Parties, if any, after the current year, are contingent upon funds being appropriated, planned and otherwise made available by the governing bodies of the Parties. The Parties' obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

15.17 Notices. Any notice required or permitted by this Agreement shall be in writing and given by certified mail or registered mail, postage and fees prepaid, to the

Manager at the RMSC address as set forth above, or at such other address as has been previously furnished to the Parties. Such notice will be deemed to have been given when deposited in the United States mail.

15.18 Severability. If any provision of this Agreement is held invalid or unenforceable as to any Party or person by a court of competent jurisdiction, no other provision will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect.

15.19 Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF ARVADA

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
Christopher K. Daly, City Attorney

CITY OF EDGEWATER

_____
Bonnie McNulty, Mayor

ATTEST:

_____
Beth A. Hedberg, MMC, City Clerk

APPROVED AS TO FORM

_____
Thad W. Renaud, City Attorney

CITY OF GOLDEN

_____
Marjorie Sloan, Mayor

ATTEST:

_____
Susan Brooks, MMC, City Clerk

APPROVED AS TO FORM

_____
David S. Williamson, City Attorney

CITY OF LAKEWOOD

_____
Kathleen E. Hodgson, City Manager

ATTEST:

_____
Margy Greer, City Clerk

Approved as to form:

_____
Gregory D. Graham, Deputy City Attorney

Recommended for approval:

_____
Kevin Paletta, Chief of Police

CITY OF WHEAT RIDGE

_____
Joyce Jay, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
Gerald Dahl, City Attorney

TOWN OF MOUNTAIN VIEW

_____
Jeff Kiddie, Mayor

ATTEST:

_____
Linda S. Jackson, Town Clerk

APPROVED AS TO FORM

_____
Kendra L. Carberry, Town Attorney