

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
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**

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THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is effective as of January 1, 2015 (the "Effective Date"), and is by and between the City of Arvada, a Colorado municipal corporation, the City of Edgewater, a Colorado municipal corporation, the City of Golden, a Colorado municipal corporation, the City of Lakewood, a Colorado municipal corporation, the City of Wheat Ridge, a Colorado municipal corporation, and the Town of Mountain View, a Colorado municipal corporation, and all other entities or agencies that sign this Agreement in accordance with the requirements herein. These entities or agencies may be 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; and

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

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; and

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; and

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

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; and

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

WHEREAS, the Parties wish to create a Regional RMS that standardizes workflow processes, supports more robust crime analysis, lends itself to better identification of crime trends, and ensures continuity of criminal justice records management services;

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; and

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

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; and

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 have determined that it is in the public's best interests to create a legal entity or consortium to allow that consortium to enter into contracts and otherwise provide for the acquisition of necessary goods or services in an efficient and effective manner; and

WHEREAS, the Parties have agreed to organize and operate a separate legal entity pursuant to C.R.S. §29-1-203(4) which will be known as the Regional Criminal Justice Records Management System Consortium ("RMSC"); 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 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 the information technology employee designated by each Party to be responsible for the day-to-day maintenance and administration of that 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 and contact information of its designated Agency RMS Administrator. In the event a Party fails to make such a designation, that 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. The Agency RMS Administrator functions as a Party Representative to the RMSC under this Agreement.

Assigned RMSC Employee or Assigned Employee means a person who is employed by a Party and is assigned to work full- or part-time for or on behalf of the RMSC.

Board means the Board of Directors of the RMSC.

Consortium or RMSC means the entity consisting of all the agencies that are a Party to this Agreement or that become a Party to this Agreement.

Criminal 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.

Director means a member of the Board of the RMSC.

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 purchased separately by that Party, used in, or maintained at that Party’s expense, and that are necessary to support that Party’s connection to the Regional RMS under this Agreement.

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 may from time to time be 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, that 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, that 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 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.

Regular RMSC Employee or *Regular Employee* means a person who is employed by the RMSC pursuant to an employment agreement to perform any administrative, technical, or other function deemed necessary to the operation of the RMSC by the Board.

RMSC 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 RMSC.

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

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

2.0 EXHIBITS.

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

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

3.0 CREATION OF THE REGIONAL CRIMINAL JUSTICE RECORDS MANAGEMENT SYSTEM CONSORTIUM; TERM

- 3.1 Creation. Pursuant to C.R.S. §29-1-203(4), the Parties hereby create a separate legal entity known as the Regional Criminal Justice Records Management System Consortium, or RMSC, which will have the powers, authorities, duties, privileges, immunities, rights, and responsibilities set forth herein.
- 3.2 Purpose. The purpose 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 Place of Business. The principal place of business of the RMSC will be in Lakewood, Colorado, unless and until otherwise established from time to time by the Board.
- 3.4 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 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.
- 3.4.1 Beginning and End of Terms. The Initial Term of this Agreement will begin on January 1, 2015, and extend through and including December 31, 2024, unless otherwise terminated as set forth herein. The first Renewal Term of this Agreement will begin on January 1, 2025.

4.0 **POWERS OF THE REGIONAL CRIMINAL JUSTICE RECORDS MANAGEMENT CONSORTIUM**

- 4.1 Powers of the RMSC. In order to enable the RMSC to carry out its functions and provide the services described herein, the RMSC will have the following powers:
- 4.1.1 Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- 4.1.2 Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the RMSC on the conditions determined by the Board;
- 4.1.3 Adopt Policies and Procedures. To adopt policies and procedures regarding the exercise of its powers and the carrying out of its purposes;
- 4.1.4 Apply for Grants. To apply for and receive grants in its own name;
- 4.1.5 Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;
- 4.1.6 Contract. To enter into, make, and perform contracts of every kind;
- 4.1.7 Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, insurance professionals, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the RMSC;

- 4.1.8 Fees, Charges, and Assessments. To assess, fix, maintain, and revise fees, charges, and assessments for functions, services, or facilities provided by the RMSC or to cover the cost of operating and managing the RMSC, and as part of so doing, may enter into contracts with Parties for the payment of money;
- 4.1.9 Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligation of the RMSC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the RMSC;
- 4.1.10 Legal Process. To litigate, arbitrate, or mediate in its own name;
- 4.1.11 Receive Contributions. To receive contributions of gifts, grants, or services; and
- 4.1.12 Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement pursuant to section 12.
- 4.2 Restrictions on powers of the RMSC. The RMSC will not have the power:
 - 4.2.1 Eminent Domain. To take property by eminent domain; or
 - 4.2.2 Tax. To impose taxes.

5.0 BOARD OF DIRECTORS.

- 5.1 Board of Directors. The governing body of the RMSC will be the Board, in which all administrative power of the RMSC is vested. The purpose of the Board is to set policy for the RMSC and decide important issues before the RMSC. Board members will seek to remove roadblocks that hinder agency participation in the RMSC and ensure their agency's commitment to the RMSC.
- 5.2 Number of Directors and Voting. One person from each Party will be a member of the Board. Each Director gets one vote on matters coming before the Board unless a different voting allocation is agreed upon by the Board.
- 5.3 Eligibility, Appointment, Removal, and Vacancies. Each Party's Chief of Police will be a member of the Board and will serve as a Director as long as he or she holds the position of Chief. Should a Chief be unable to serve, that Party's Acting Chief or designee thereof will serve as the Director for that Party.
- 5.4 Compensation. A Director may not receive compensation for the Director's service to the RMSC. Any cost or expense that is incurred by a Director in serving on the RMSC Board will be borne by the Party that Director represents. At no time will a Director be considered an employee of the RMSC.

- 5.5 Action by the Board at a Meeting. Meetings of the Board may be held at any place as determined by a majority of the Board. Directors may attend a meeting in person or by any other means, including by telephone or other means of communication, and such participation at a meeting will constitute attendance.
- 5.5.1 Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.
- 5.5.2 Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum will constitute an act of the Board, unless otherwise specified in this Agreement.
- 5.5.3 Minutes. Minutes of each meeting and a record of each decision will be kept by the Board in compliance with state records retention requirements.
- 5.5.4 Meetings Public. Meetings of the Board must be public, and must be properly noticed and conducted under the Colorado Open Meetings Law, C.R.S. § 24-72-201, *et seq.*
- 5.6 Committees. The Board may designate one or more committees that will serve at the pleasure of the Board. Any committee will have the powers and responsibilities granted by the Board to that committee.

6.0 MANAGEMENT AND PERSONNEL OF THE RMSC

- 6.1 RMSC Manager.
- 6.1.1 Appointment or Hire. The Board may appoint or hire a RMSC Manager who will report directly to the Board. The person serving as the Manager may be an employee of a Party, or may be hired as an employee of the RMSC under an employment contract negotiated by the Board and the Manager. Should the Board appoint a person as Manager who is also an employee of a Party, the appointment will be contingent upon the approval of the Party employing the Manager. An appointed Manager will not be considered an employee of the RMSC.
- 6.1.2 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 RMSC as set forth herein. The Manager will undertake and execute the Board's instructions and directions. The Manager will work with the RMSC Party Representatives to develop and promulgate RMSC policies and procedures as approved by the Board. The Manager will have the administrative authority necessary to perform the tasks and responsibilities assigned

under this Agreement. The Manager may solicit grants on behalf of the RMSC. The Board may grant to the Manager any additional administrative authority deemed necessary by the Board and in compliance with this Agreement. The Manager will attend all meetings of the Board, unless his or her attendance is excused by the Board, and make technical and practical recommendations to the Board about the ongoing operation of the Regional RMS. If the Manager is unavailable, the Board may designate an acting manager.

- 6.1.2.1 Cooperation with the Financial Agent. The Manager will work with the financial agent to ensure budgeting duties are attended to and assist the financial agent as set forth in section 7 in seeing that all reasonable and necessary RMSC bills are timely paid.
- 6.1.2.2 Inventory Management. The Manager will create and maintain at all times during the Initial and any Renewal Terms of this Agreement a correct and complete inventory of all RMSC Equipment and furnishings. The Manager will work with the financial agent to establish support, maintenance, and replacement accounts and schedules for all RMSC Equipment, including RMSC Software, and any other items that are reasonably necessary for the ongoing operation of the RMSC.
- 6.1.2.3 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.
- 6.1.3 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 security procedures and applicable laws. The Manager may, with the approval of the Board, create any advisory, support, or implementation positions, groups, or teams needed to ensure the ongoing success of the Regional RMS.

- 6.1.4 Term. The Manager's term is expected to be two years. The actual length of the term may be longer or shorter than two years. In the case of an appointed Manager who is an employee of a Party, the Manager's term of appointment will be determined by agreement between the Board and the Party that employs the Manager. In the case of a Manager who is an employee of the RMSC pursuant to an employment contract, the Manager's term of employment will be as negotiated by the Board and the Manager and set forth in the employment contract. The contract must provide that the Manager will be an at-will employee.
- 6.1.5 Removal of Manager. In the case of a Manager who is an employee of a Party, the Board may remove the Manager at any time and for any reason. In the case of a Manager who is an employee of the RMSC pursuant to an employment contract, the Manager may be removed in accordance with the terms of the employment contract and applicable law. An appointed Manager who is an employee of a Party may be recalled by that Party at any time and for any reason by giving 30 days prior written notice to the Board, unless the Party employing the appointed Manager and the Board agree to other notification requirements.
- 6.1.6 Conditions of Employment. For an appointed Manager, the Manager's work hours and other conditions of appointment will be determined by agreement between the Board and the appointed Manager's employing agency. In the case of a Manager who is hired by the Board pursuant to an employment contract, the Manager's conditions of employment will be determined by agreement between the Board and the Manager.
- 6.1.7 Compensation. In the case of an appointed Manager, 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 is not required to reimburse the Party employing the appointed Manager, but the Board may assess an annual fee on the Parties to reimburse the Party employing the appointed Manager for part or all of the costs associated with employing the appointed Manager.
- 6.2 Additional Assistance from Assigned RMSC Employees.
- 6.2.1 Appointment. The Board may seek an Assigned RMSC Employee from any Party. Upon request of the Board, any Party may designate one or more Assigned Employees to work full- or part-time on behalf of the RMSC. The Board may decline to utilize any person designated to work as an Assigned Employee and may remove any Assigned Employee at any time and for any reason.
- 6.2.2 Work Assignments. Each Assigned RMSC Employee will work under the supervision and direction of the Manager. Each Assigned Employee will have the administrative authority necessary to undertake and execute the

tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority deemed necessary by the Board. An Assigned Employee may attend Board meetings at the direction of the Manager or the Board.

6.2.3 Eligibility and Employment. Any person serving as an Assigned RMSC Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. An Assigned Employee will not be considered an employee of the RMSC.

6.2.4 Term. An Assigned RMSC Employee's term of appointment will be determined by agreement between the Board and the Party that employs the Assigned Employee. Whether the Assigned Employee works full- or part-time on RMSC matters will be determined by agreement between the employing Party and the Board. An Assigned RMSC Employee may be recalled by his or her employing Party at any time and for any reason by giving 30 days prior written notice to the Board, unless the Party employing the Assigned Employee and the Board agree to other notification requirements.

6.2.5 Compensation. The Party employing the Assigned RMSC 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 is not required to reimburse the Party employing the Assigned Employee, but the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee for part or all of the costs associated with employing the Assigned Employee.

6.3 Regular RMSC Employees.

6.3.1 Hiring. The Board may hire one or more full- or part-time Regular RMSC Employees under an employment contract negotiated by the Manager and the employee. The contract must provide that the Regular RMSC Employee is an employee at-will, and it must be approved by the Board at a public meeting.

6.3.2 Work Assignments. Each Regular RMSC Employee will work under the supervision and direction of the Manager. Each Regular Employee will have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Regular Employee any additional administrative authority deemed necessary by the Board. A Regular Employee may attend Board meetings at the direction of the Manager or the Board.

6.3.3 Term. A Regular RMSC Employee's term of employment will be as negotiated by the Manager and the Regular Employee and as set forth in

the employment contract. The contract must provide that the Regular RMSC Employee will be an at-will employee.

6.3.4 Removal. A Regular RMSC Employee may be removed in accordance with the terms of his or her employment contract and applicable law.

6.3.5 Compensation. A Regular RMSC Employee's compensation will be as negotiated by the Manager and the Regular Employee, as approved by the Board, and set forth in the employment contract.

6.4 RMSC Party Representatives.

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

6.4.2 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 RMSC. The RMSC Party Representatives will work with the RMSC Manager to develop and promulgate RMSC policies and procedures as approved by the Board. A Party Representative may attend Board meetings at the direction of the Manager, the Board, or that Party's Chief or designee thereof. 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.

7.0 **FINANCIAL AGENT; GENERAL FINANCIAL TERMS AND OBLIGATIONS.**

7.1 Financial Agent and Responsibilities Thereof. One Party or person designated by the Board will serve as the financial agent for the RMSC. The financial agent will work with the Manager to establish an annual budget for presentation to and approval by the Board, and to establish all accounts necessary to facilitate the ongoing operation and administration of the RMSC. The financial agent will be responsible for the payment of all reasonable and necessary RMSC bills approved by the Board in its annual budget and properly appropriated. The financial agent may receive funds from Parties as a pass-through to pay vendors.

7.1.1 Lakewood To Act As The Initial Financial Agent. Lakewood will act as the initial financial agent for the RMSC. The Board may agree to appoint a successor financial agent from among the Parties or rotate financial agent responsibilities among the Parties. The Board may agree to appoint any qualified person as the financial agent for the RMSC, including the Manager.

- 7.2 Fiscal Year. The fiscal year of the RMSC will be from January 1 through December 31 of each year.
- 7.3 Deposits and Expenditures. All funds of the RMSC will be deposited to the credit of the RMSC in a separate interest bearing account. There will be no commingling of funds with any Party or entity. No payment or withdrawals of such funds in an amount over \$1,000.00 will be allowed without prior approval of the Board. 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 budget and properly appropriated.
- 7.4 Annual Financial Report. Beginning in 2016, the financial agent will deliver to the Board on or before February 28 of each year that this Agreement is in effect an annual financial report. The annual financial report must adhere to generally accepted accounting principles (“GAAP”). The annual financial report must include an accounting of all revenues and contributions, including forfeitures, if any, into any account, as well as an accounting for any expenses or costs that are related to the operation and administration of the RMSC. All financial information related to the operation of the RMSC will be documented as part of the comprehensive annual financial report (“CAFR”) of the financial agent, if the designated financial agent is a Party.
- 7.4.1 Final Report. Within 60 days of the termination of this Agreement by all Parties, or of the end of the last Renewal Term of this Agreement, the financial agent will issue a final financial report that accounts for any disbursements or distributions made to any of the Parties, and the disposition of RMSC assets, if any.
- 7.5 Monthly Financial Accounting. The financial agent will deliver to the Board each month a written account of revenues and expenditures, including forfeitures, if any, received by the RMSC and invoices received and paid that month.
- 7.6 Unused Funds to Roll Over. Except as set forth in subsection 12.4, all unused funds in any RMSC account must be rolled over such that the funds are used to facilitate the operation, acquisition, maintenance and support, or the replacement of RMSC Equipment, or otherwise used to facilitate the operation and administration of the RMSC.
- 7.7 Invoice Procedures and Payment Terms. The financial agent will, on an annual or other basis set by the Board, invoice the other Parties for goods, services, fees, charges, or assessments related to the operation and administration of the RMSC. The Party receiving the invoice must pay the financial 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 11.7.

- 7.8 Access to Financial Records and Reports. All financial records and reports of the financial agent relating to the administration of the RMSC will be open to inspection at reasonable times by all Parties and the public.
- 7.9 Amounts Forfeited. Should any Party terminate its participation in this Agreement, or be removed as a Party as set forth in subsection 12.2, that Party's contributions to the RMSC, including all membership, annual or other fees, charges, or assessments, will be forfeited to the RMSC as of the date of the Party's termination, and any such forfeited funds will be used by the RMSC for its operation and administration.
- 7.10 Local Government Budget Law. The RMSC must be subject to the Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*, and must comply with its provisions.

8.0 RECORDS SHARING AND MANAGEMENT.

- 8.1 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.
- 8.2 Access to Records. Only the Parties' employees, employees of the RMSC, or employees of non-Party agencies or entities authorized by the Board 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 Board.
- 8.3 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.
- 8.4 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.
- 8.4.1 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. In the case of an assigned Manager, any such designation will be contingent upon the approval of the Manager's employing Party.

8.4.2 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.

8.5 Obligation to Share Intelligence Information with the Regional RMS. 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.

8.5.1 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 Board 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.

8.5.2 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 unless the Board grants the RMSC or the Manager that authority by a vote as set forth in subsection 8.4.1.

9.0 RIGHTS OF THE PARTIES.

9.1 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 Board 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 Board may agree to obtain insurance for, or reimburse a Party for, expenses related to insuring RMSC equipment or facilities used to house RMSC equipment.

9.2 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.

9.2.1 Voluntary Contribution of Equipment or Goods. A Party may voluntarily contribute space, equipment, or other goods needed to operate the RMSC.

Any item contributed to the RMSC by a Party will be returned to that Party in accordance with subsection 10.2.4.

- 9.3 Access to Financial Records and Reports. All records and reports of the financial agent relating to the administration of this Agreement or the operation and administration of the RMSC will be open to inspection at reasonable times by any authorized agent of a Party, including an authorized auditor or representative thereof. Any Party may access and examine pertinent books, documents, papers, and records of the financial agent about transactions related to the Agreement until the latter of three years after the final payment under the Agreement or the expiration of the applicable statute of limitations. All records and reports are subject to the provisions of the Colorado Open Records Act.
- 9.4 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.
- 9.5 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.
- 9.6 Addition of New Parties.
 - 9.6.1 Eligibility. Any entity or agency that becomes a Party must be a governmental agency that is authorized to lawfully provide, establish, maintain, and operate law enforcement services and create, keep, and maintain Criminal Justice Records.
 - 9.6.2 Process. The Board may, upon the affirmative vote of 75% of all of the Directors of the Board, approve the membership of any other qualified law enforcement agency or entity into the RMSC upon any reasonable terms and conditions deemed necessary by the Board. The new Party must sign a separate signature page to this Agreement and any amendments thereto that states the new Party agrees to all terms and conditions of membership in the RMSC. Upon delivery of the signed signature page to the Manager, satisfaction of any terms and conditions imposed by the Board, and payment of any RMSC membership, annual or other fees, charges, or assessments, such agency or entity will be a Party to the RMSC.
 - 9.6.2.1 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 utilized by any new Party in accordance with the terms set forth in this Agreement for existing Parties.

9.6.3 Time of Entry. No other entity or agency may become a party to this Agreement until after all Parties that are Parties at the time of the effective date of this Agreement go “live” under the terms of this Agreement. It is the intent of the Parties that the original six Parties be functioning members of the Regional RMS contemplated by this Agreement before any other Parties are allowed to become members of the RMSC.

9.6.3.1 Multi-jurisdictional Task Force. Where a Party to this Agreement also serves as the custodian of records for a multi-jurisdictional task force of which that Party is a member, that Party may opt to share task force records with the Regional RMS. Should these task force records be shared with the Regional RMS, the Party that shared the records may allow any member of the 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 new party to this Agreement.

9.7 Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least 30 days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

10.0 **COST ALLOCATION, PARTY CONTRIBUTIONS, AND PAYMENT TERMS.**

10.1 Membership, Annual, or Other Fees, Charges, and Assessments. Parties may be assessed membership, annual, or other fees, charges, and assessments that are 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 will 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 assumes that the contract with Niche would be signed in 2014. All Parties understand that if the Niche contract is signed in 2015, 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 may actually be due in 2015, and so on. All payments will be made to the RMSC through the financial agent unless other payment arrangements are approved by the Board.

10.1.1 Initial Payment After This Agreement is Signed. The Manager will provide an invoice to each Party for the amount due as soon as is

practicable after that Party signs this Agreement. Each Party's initial payment to the RMSC for Niche licensing fees and costs as set forth in the "2014 Funding Requirement" section of Exhibit "A" is due no later than 30 days after that Party signs this Agreement.

10.1.2 Payments Over the Next Two Years - Generally. During the first two 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." To the extent practicable, the Manager will notify the Parties of an anticipated Niche milestone event payment or other anticipated payment obligation no fewer than sixty 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 amount invoiced to the RMSC no fewer than thirty days after the date of the invoice to ensure that the financial agent has the funds in place at the time the payment is due.

10.1.3 Ongoing Payments – Starting in 2017. The Regional RMS is expected to be implemented for all original Parties within approximately two years after the Niche contract is signed. After the Regional RMS is implemented for all original Parties, the Manager will, after consultation with the Parties, reestablish the number of authorized sworn employees for each Party, and, with the approval of the Board, 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. Then, the Manager will 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 System Administrator (Manager). To the extent practicable, the Manager will notify the Parties of these anticipated payment obligations no fewer than sixty days before the payment is due. Each Party will pay the amount invoiced to the RMSC no fewer than thirty days after the date of the invoice to ensure that the financial agent has the funds in place at the time these payments are due. This readjustment, reallocation, and invoice process will continue through the Initial and any Renewal Term of this Agreement.

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 single cost necessary to establish, operate, and maintain the Regional RMS at the outset of such a complex project. The Board may assess any other fee, charge, or assessment that is reasonably related to establishing, operating, or maintaining the Regional RMS. Should this occur, Parties will be invoiced for the amounts due in

the same manner as set forth in this section 10.0 with all payments made to the RMSC through the financial agent.

- 10.3 Addition or Termination of Parties. Should a Party be added to this Agreement under subsection 9.6, or should a Party terminate its participation in or be terminated from this Agreement under section 12.0, the Manager will, after consultation with the Parties then a member of this Agreement, reestablish the number of authorized sworn employees for each Party, and, with the approval of the Board, readjust the percentage of costs allocated to each Party and take any other action necessary to ensure that 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 12.4.1 about the termination of this Agreement, any payment that is made by any Party to the RMSC is not refundable.
- 10.5 RMSC Equipment - Ownership and Disposition. Any RMSC Equipment that was contributed to the RMSC by a Party under subsection 9.2.1 will be returned to that Party upon termination of this Agreement or sold as surplus by the financial agent at the option of that Party, with the sale proceeds going to the RMSC. Any RMSC Equipment that becomes obsolete or that is no longer needed as part of the Regional RMS or the RMSC will be sold as surplus or otherwise disposed of in accordance with the financial agent's rules or regulations. Proceeds from sales conducted under this subsection will be placed in the replacement accounts established in subsection 6.1.2.2 of this Agreement to help pay for new RMSC 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 that 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 appropriate, the financial agent of the Consortium may act as the agent for the Partner Agencies 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 Board.

11.0 OTHER TERMS AND CONDITIONS.

- 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 RMSC. 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 of RMSC Equipment. All RMSC Equipment necessary to provide the functionality set forth herein or as otherwise determined by the Board or the RMSC 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 RMSC Equipment.
- 11.2.1 Scheduling of Work on RMSC Equipment. The RMSC 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 of RMSC Equipment. The primary servers and storage necessary to support the Regional RMS will be located at Lakewood or as otherwise determined by the Board. The disaster recovery site will be located at the Jefferson County JFON network closet or as otherwise determined by the Board. The RMSC may, at any time during the Initial or any Renewal term of this Agreement, place and maintain servers at multiple locations as determined by the Board.
- 11.3.1 Access to the Regional RMS and RMSC Equipment. Parties will remotely connect and access the Regional RMS with their own unique domain. Should a Party need physical access to RMSC Equipment at either the primary or back-up site, access will be coordinated with the Manager upon reasonable notice.
- 11.4 Non-exclusive License to Use All RMSC Software. Each Party will receive the appropriate RMSC 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 and any Renewal Terms of this Agreement. Any agency or entity that becomes a Party after the effective date of this Agreement will also be granted a non-exclusive license to use RMSC Software upon becoming a Party.
- 11.5 Party Equipment - Conditions of Use. Each Party may utilize its Party Equipment as part of its individual RMS on the condition that such utilization 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 all of its own individual RMS equipment and for all costs related to those maintenance and support services throughout the Initial and any Renewal Terms of this Agreement.
- 11.6 Connectivity Between each Party's RMS and the 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 and any Renewal Terms of this Agreement.
- 11.7 Dispute Resolution. Any dispute between the Parties about the interpretation of this Agreement, or a dispute relating to the day-to-day operations of the Regional RMS that is not addressed in the RMSC policies and procedures established pursuant to subsections 6.1.2 and 6.4.2, 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.

12.0 TERMINATION; WINDING UP.

- 12.1 Termination for Non-appropriation. Should any Party fail to appropriate funds sufficient to meet that Party's obligations for the next fiscal year, this Agreement will, at the Board'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 Director will give written notice of such termination to the Manager as soon as is reasonably practicable. The Party that is terminating its participation in this Agreement will 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 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 that belong to the Party leaving the RMSC are timely transferred to that Party's individual RMS at that Party's expense.
- 12.2 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 remaining Parties who are not in default, may be terminated as to the defaulting Party by the non-defaulting Parties. The defaulting Party will 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 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 that belong to the Party leaving the RMSC are timely transferred to that Party's individual RMS at that Party's expense.

12.3 Termination by Vote of the Parties. This Agreement may be terminated by an affirmative vote of 75% of all of the Directors on the Board.

12.4 Wind-up of This 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 its obligations pursuant to this Agreement and its involvement in the RMSC in a timely manner.

12.4.1 Return of Funds and Assets. If, at any time during the Initial 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 RMSC accounts established pursuant to subsection 6.1.2.2 of this Agreement will be distributed to the agencies that are Parties at the time of termination or non-renewal and according to any formula deemed appropriate by the Board. The distribution will take place as soon as is practicable following the termination or non-renewal. All such distributions will occur only after all debts and obligations of the RMSC are satisfied. Any non-monetary assets of the RMSC will be distributed in accordance with subsection 10.2.4. The financial agent at the time of the termination or non-renewal will account for these disbursements in the final annual financial report issued by the financial agent to the Board.

13.0 OTHER MISCELLANEOUS PROVISIONS.

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

13.2 Amendments. Except as otherwise set forth in this Agreement, this Agreement may be amended only upon the affirmative vote of 75% of all of the Directors on the Board at any meeting at which there is a quorum. As an example, should four of six Directors attend a Board meeting, a quorum would exist, and a vote of three of those four members to amend this Agreement will be valid. Any proposed amendment to this Agreement will be reduced to writing and published to all Parties before such vote.

- 13.2.1 Certain Amendments. Certain provisions of this Agreement may be amended only upon the affirmative vote of 75% of all of the Directors on the Board. As an example, should there be six Parties to this Agreement, any change to these provisions may only be approved by an affirmative vote of five of the six members. These provisions are:
- 13.2.1.1 Any amendment to the cost allocation formula set forth in subsection 10.1;
 - 13.2.1.2 Any amendment to the process for adding new parties as set forth in subsection 9.6; and
 - 13.2.1.3 Any amendment to the process for termination as set forth in section 12.0.
- 13.2.2 Arvada Amendments. With respect to Arvada, amendments to this Agreement may be authorized and signed by the City Manager of Arvada.
- 13.2.3 Edgewater Amendments. With respect to Edgewater, amendments to this Agreement may be authorized only by a resolution of the Edgewater City Council.
- 13.2.4 Mountain View Amendments. With respect to Mountain View, amendments to this Agreement may be authorized only by a resolution of the Mountain View Town Council.
- 13.3 Assignment. This Agreement may not be assigned by any Party.
- 13.4 Captions; Construction and Interpretation. The Table of Contents, section headings, and other captions contained in this Agreement are for convenience and reference purposes, are not part of the Agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement.
- 13.5 Counterpart Execution. This Agreement may be executed in several counterparts, each of which will 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.
- 13.6 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, each Party will cooperate with the RMSC, with one another, and with the insuring entities of all Parties in defending such claim or suit.
- 13.7 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.

- 13.8 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.
- 13.9 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.
- 13.10 Governmental Immunity.
- 13.10.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions, and for those of its Director, employees, officers, agents, and volunteers.
- 13.10.2 Not a 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.
- 13.11 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and maintain that status throughout.
- 13.12 Insurance. Each Party agrees to maintain during the Initial and any Renewal Term of this Agreement general liability insurance, automobile liability insurance, cyber liability, crime insurance or fidelity bond, and workers' compensation insurance on its own employees.
- 13.12.1 Insurance for RMSC Equipment. Any Party that houses any RMSC Equipment within its jurisdiction must insure that Equipment against risk of physical loss and general liability during the Initial and any Renewal Term of this Agreement so long as that Equipment is in that jurisdiction. The costs of this insurance may be shared among all Parties as determined by the Board. It is specifically understood and agreed that RMCS retains the right to purchase property insurance covering owned equipment at any point during the term of this agreement.
- 13.12.2 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 of this Agreement throughout the Initial and any Renewal Terms.

13.12.3 RMSC Insurance. The RMSC will secure insurance coverage to protect itself, as a separate legal entity, against loss, cost, damage and expense in forms and amounts approved by the Board, with minimum forms and limits as set forth in subsections 13.12.4 and 13.12.5.

13.12.4 No RMSC Employees. If there are no employees of RMSC, the insurance coverage will include:

13.12.4.1 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;

13.12.4.2 Public Officials/Directors & Officers Liability insurance, including coverage for employment liability, in an amount not less than \$1,000,000.00; and

13.12.4.3 Cyber/Network Privacy Liability insurance in an amount not less than \$500,000.

13.12.4.4 Notwithstanding any of the monetary limitations set forth in this subsection, the RMSC will, at all times during the initial or any renewal term of this Agreement, maintain insurance sufficient to meet the maximum statutorily mandated amounts set forth in the Colorado Governmental Immunity Act, as that Act may be from time to time amended.

13.12.5 RMSC Employees. Upon hiring the first employee, additional insurance will include:

13.12.5.1 Workers Compensation Insurance for all employees based on statutory limits prescribed by and for the State of Colorado, including Employers Liability of at least \$300,000.00; and

13.12.5.2 Crime insurance or fidelity bond in forms and amounts customarily covered for the number of employees at any point in time.

13.12.5.3 Notwithstanding any of the monetary limitations set forth in this subsection, the RMSC will, at all times during the initial or any renewal term of this Agreement, maintain insurance sufficient to meet the maximum statutorily

mandated amounts set forth in the Colorado Governmental Immunity Act, as that Act may be from time to time amended.

- 13.13 Necessary Personnel, Equipment, and Facilities. Each Party will maintain that level of personnel, equipment, and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to fund the activities of any other Party. Employees and volunteers of each Party remain the employees and volunteers of that Party.
- 13.14 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 to this Agreement, including any Directors, employees, officers, agents, or volunteers of any party or any entity with whom the RMSC contracts.
- 13.15 Non-appropriation. Financial obligations of the Parties, if any, after the current year, are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the governing body of either Party. 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.
- 13.16 Notices. Any notice required or permitted by this Agreement will be in writing and will be 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.
- 13.17 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.
- 13.18 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.

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

By: _____
Margy Greer, City Clerk

By: _____
Kathleen E. Hodgson, City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
Chief of Police

By: _____
City Attorney

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

Jefferson County Regionalized Public Safety and Technology Consortium

Law Enforcement Records Management System Project

Cost Allocation

The license cost for Niche is based on authorized sworn staff. This methodology will be used for all cost allocations for the project. Below is the latest authorized level that is used to calculate the percentage for each agency. This will be the final estimate prior to the completion of the contract unless the number of sworn changes.

Niche Methodology:

- Licenses 579 x 1400 = \$810,600
- Training = \$26,800
- Total = \$837,400
- 10% in 2014 at Contract signing
- 35% in 2015 based on milestones being met
- 55% in 2016 based on milestones being met
- 20% in 2017 ongoing maintenance costs begin based on the total cost of the licenses

Agency	Authorized Sworn	Percentage
Arvada	167	29%
Edgewater	17	3%
Golden	46	8%
Lakewood*	265	46%
Mountain View	12	2%
Wheat Ridge	72	12%
Total	579	100%

*The Lakewood Police Department sworn number includes 6 sworn positions from the Lakewood Municipal Court Marshal's Office.

These percentages will remain at this level until the project is completed (end of 2016/beginning of 2017). At that time, the authorized strength can be readjusted to reflect the current level.

Funding Administration

The City of Lakewood will act as the fiscal agent for the consortium and be responsible for the following:

- Contract with Niche and payment of vendor invoices.
- Invoicing consortium agencies for their portion of the funding requirements.
- Paying for the RMS System Administrator.
- Payment of hardware invoices.

Niche Funding

The Niche funding is for 579 licenses & training and is payable in milestone payments through 2016.

Resource Funding

There is a need for the consortium to fund the hiring of a dedicated RMS System Administrator to assist with system configuration, write/modify reports, create interfaces, create data extracts, assist with data conversion and perform general system administrator duties. This funding would begin in 2015 going forward.

Hardware Funding: Lakewood will be the live site and the Jefferson County Data Center will be the back-up and potential disaster recovery site.

There is a need for the consortium to fund the initial purchase of hardware (servers, storage, and switches) as well as fund sustainability on a 5 year replacement schedule. The best case infrastructure would be to have dual, redundant high availability sites by the time all 6 agencies are live. However, the initial infrastructure will have Lakewood as the live site with a back-up site located at the Jefferson County Data Center which would also act as a potential disaster recovery site. The hardware implementation will be done in two phases:

- Live site hosted at Lakewood and the back-up site at the Jefferson County Data Center; implement in 2015.
- When funding is available, expand to dual, redundant, high availability sites. (This would cost an estimated additional \$150,000 initially and increasing the replacement cost up to an estimated \$520,500)

2014 Funding Requirement

This is an initial funding milestone for Niche contract signing.*

Agency/Percentage	Niche Milestone Payment \$83,740	Total
Arvada – 29%	\$24,285	\$24,285
Edgewater – 3%	\$2,512	\$2,512
Golden – 8%	\$6,699	\$6,699
Lakewood – 46%	\$38,520	\$38,520
Mountain View- 2%	\$1,675	\$1,675
Wheat Ridge – 12%	\$10,049	\$10,049
Total	\$83,740	\$83,740

*This funding may carryover to 2015 depending on when the contract is signed.

2015 Funding Requirement

This is for Niche license milestone payments, training, infrastructure and system administrator. Implement Golden & Edgewater, prepare for other agencies.

Agency Percentage	Niche Milestone Payments \$293,090	Infrastructure Live & Backup Site \$370,500	System Administrator \$150,000	Total
Arvada – 29%	\$84,996	\$107,445	\$43,500	\$235,941
Edgewater – 3%	\$8,793	\$11,115	\$4,500	\$24,408
Golden – 8%	\$23,447	\$29,640	\$12,000	\$65,087
Lakewood – 46%	\$134,821	\$170,430	\$69,000	\$374,251
Mountain View- 2%	\$5,862	\$7,410	\$3,000	\$16,272
Wheat Ridge – 12%	\$35,171	\$44,460	\$18,000	\$97,631
Total	\$293,090	\$370,500	\$150,000	\$813,590

2016 Funding Requirement

This is for remaining Niche license milestone payments, implementation for remaining agencies, ongoing infrastructure costs, and system administrator.

Agency Percentage	Niche Milestone Payments \$460,570	Infrastructure Maintenance \$86,100	System Administrator \$150,000	Total
Arvada – 29%	\$133,565	\$24,969	\$43,500	\$202,034
Edgewater – 3%	\$13,817	\$2,583	\$4,500	\$20,900
Golden – 8%	\$36,846	\$6,888	\$12,000	\$55,734
Lakewood – 46%	\$211,862	\$39,606	\$69,000	\$320,468
Mountain View- 2%	\$9,211	\$1,722	\$3,000	\$13,933
Wheat Ridge – 12%	\$55,269	\$10,332	\$18,000	\$83,601
Total	\$460,570	\$86,100	\$150,000	\$696,670

Ongoing Funding Requirement (starting in 2017)

This is for Niche Support & Maintenance, hardware replacement, ongoing infrastructure costs, and system administrator.

Agency Percentage	Niche Support & Maintenance \$162,120	Infrastructure sustainability \$456,600/4yrs = \$114,150	System Administrator \$150,000	Total
Arvada – 29%	\$47,015	\$33,103	\$43,500	\$123,618
Edgewater – 3%	\$4,864	\$3,425	\$4,500	\$12,789
Golden – 8%	\$12,970	\$9,132	\$12,000	\$34,102
Lakewood – 46%	\$74,575	\$52,509	\$69,000	\$196,084
Mountain View- 2%	\$3,242	\$2,283	\$3,000	\$8,525
Wheat Ridge – 12%	\$19,454	\$13,698	\$18,000	\$51,152
Total	\$162,120	\$114,150	\$150,000	\$426,270

Note: Each agency will need to budget for their specific human resource needs.