EXHIBIT A

STATEMENT OF WORK 01:
INTEGRATION OF A DATA WAREHOUSE

1.   Definitions. In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

    a.   "Data" means Records which Numerica integrated into the Data Warehouse.

    b.   "Data Source" means a Member Agency's System that contains Records to be integrated into the Data Warehouse. Records management systems ("RMS"), jail management systems ("JMS"), and computer aided dispatch systems ("CAD") are all Data Sources. A single instance of a Member Agency's System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency's System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica's reasonable determination, constitute more than one Data Source.

    c.   "Records" means law enforcement and criminal justice records contained in a Member Agency's Data Source.

    d.   "SOW 01 Member Agency" means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on Attachment A-1.

2.   Basic Overview. Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies' Data (the "Data Warehouse"); and (b) integrate Records from the Member Agency's Data Sources into the Data Warehouse.

3.   Integration of Records.

    a.   Initial Data Sources. Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.

    b.   10 Years of Data. For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.

    c.   Information Numerica Needs. Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a

Member Agency's Records and will provide an initial itemized list of the same to the Member Agency.

   d.   Member Agency Right to Limit Records. Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

   e.   Timeline; Delays. Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica's performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

   f.   Incorporation of Member Agencies' Existing Lumen Data. Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

4.   Additional Data Sources.

   a.   Types of Data Sources. A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

      i.   Standard. A "Standard Data Source" is a Data Source which either: (1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or (2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

      ii.   Non-Standard. A "Non-Standard Data Source" is any Data Source that does not meet the definition of a Standard Data Source.

   b.   Costs. The cost to integrate Records from additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	$1,900.00 each
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	$950.00 each
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

   c.   Process for Adding Data Sources. Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the

Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

i. **Before Oct. 1, 2016.** If a Member Agency and elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

ii. **After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency's receipt of the invoice, unless the Parties agree otherwise in writing.

5. **Member's Responsibilities.** Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

a. Determine whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the "Push Mechanism") or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency's Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency's Systems available to Numerica via remote access (the "Pull Mechanism").

b. Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

c. Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

d. Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

e. Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

f. Indentify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

g. Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.

h.   Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

i.   Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.

6.   Authorization of and Assistance with Push/Pull Mechanisms.

a.   For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

b.   For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of Numerica's performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

7.   Data Access Rules. Numerica shall implement the following Data access rules (each, a "Data Access Rule").

a.   CJIS Policy Assumed to Apply. Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

b.   Criminal Intelligence.

i.   The term "Criminal Intelligence" means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

ii.   A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

c.   Sharing with Member Agencies. All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).

Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

    d.   **Sharing with Non-Member Agencies.**

        i.   **Through Lumen.** All Data (with the exception of Data identified as Criminal Intelligence) shall *by default* be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each, a "Non-Member Agency") by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

        ii.   **Through Other Providers.** The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data though an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

        iii.   **General.** Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

    e.   **Sharing with Certain Non-Law Enforcement Entities.** No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

    f.   **Other Data Access Rules.** Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

8.   **Documentation.** Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.

9.   Acceptance.

     a.   Acceptance of Integration Services. Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency's Records into the Data Warehouse (the "Integration Checklist"). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

     b.   Acceptance of Services Subject to the Deadline. Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the "Completion Checklist"). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

10.   Project Fee. The Project Fee for the Services subject to the Deadline is $193,088, which may be increased or decreased as provided for herein.

     a.   Reduction in Fee for Member Agency Non-Participation. The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to $27.50 multiplied by the number of full time equivalent ("FTE") certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below $120,000.

b. **Additional Fees for Additional Participation.** The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to $27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

11. **Payment Terms.**

a. Numerica shall submit two invoices to the CISC. The first invoice shall be for $154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC's acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC's receipt of an invoice. These fees are not being passed on to the Member Agencies.

b. If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

12. **Effective Date; Cross Termination.** This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

13. **Adding Additional Member Agencies after October 1, 2016.** After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party's Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.

[end]

ATTACHMENT A-1

LIST OF SOW 01 MEMBER AGENCIES

1. Adams County Sheriff's Office
2. Arapahoe County Sheriff's Office
3. Aspen Police Department
4. Aurora Police Department
5. Avon Police Department
6. Brighton Police Department
7. Carbondale Police Department
8. Castle Rock Police Department
9. Cherry Hills Village Police Department
10. Colorado Department of Public Safety
11. Colorado Springs Police Department
12. Columbine Valley Police Department
13. Craig Police Department
14. Denver Police Department
15. Denver Sheriff's Department
16. Douglas County Sheriff's Office
17. Durango Police Department
18. Eagle County Sheriff's Office
19. Eagle Police Department
20. Edgewater Police Department
21. Englewood Police Department
22. Erie Police Department
23. Federal Heights Police Department
24. Fountain Police Department
25. Garfield County Sheriff's Office
26. Glendale Police Department
27. Golden Police Department
28. Grand Junction Police Department
29. Greenwood Village Police Department
30. Jefferson County Sheriff's Office
31. Littleton Police Department
32. Lone Tree Police Department
33. Mesa County Sheriff's Office
34. Moffat County Sheriff's Office
35. New Castle Police Department
36. Northglenn Police Department
37. Parker Police Department
38. Rifle Police Department
39. Sheridan Police Department
40. Silt Police Department
41. Thornton Police Department
42. University of Colorado at Denver Police Department
43. Vail Police Department

[end]