

EXHIBIT D

MEMBER AGENCY JOINDER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of October 4, 2016 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the City of Littleton, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

- A. The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.
- B. The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- C. The Joining Party has either executed or is committed to executing the CISC's IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC's IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC's IGA.
- D. The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- E. This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

- 1. Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a "Member Agency" under the Services Agreement.
- 2. CISC's IGA.** If the Joining Party has not executed the CISC's IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC's IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC's IGA.
- 3. Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.
 - a. Indicate the number of FTE certified peace officers here:
 - b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.
 - c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses:
Investigative Subscription Licenses:
Dashboard Subscription Licenses:

4. Notice Information.

Contact Person: Division Chief Kim Ferber.....
Phone Number:303-795-3849.....
Email:kferber@littletongov.org.....
Mailing Address• 2255 W. Berry Ave. Littleton, CO 80120

- 5. Additional Terms.** *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING
CONSORTIUM

NUMERICA CORPORATION

By: By:
Name: David Shipley Name: Jeff Poore
Title: Executive Director Title: President

Date: Date:

[JOINING PARTY]

By:
Name:
Title:

Date:

Exhibit D I Joinder Agreement
Services Agreement for a Law Enforcement Data Warehouse

ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

[illegible]

07/25/2016

Transaction ID: CBJCHBCAABAAZoHHPfljZGz_h187HcO9g4jTkilf_FkDV

El Adobe Sign

Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoegov.com), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)
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