

## ARAPAHOE COUNTY COMBINED RECORDS MANAGEMENT SYSTEM (RMS)

### INTERGOVERNMENTAL AGREEMENT

This Arapahoe County Combined Records Management System (RMS) Intergovernmental Agreement (this “Agreement”) is dated October 18, 2018 (the “Effective Date”), by and among:

- Arapahoe County on behalf of itself and on behalf of the Arapahoe County Sheriff’s Office (“Arapahoe County”);
- the City of Cherry Hills Village on behalf of itself and the Cherry Hills Village Police Department (“Cherry Hills Village”);
- the City of Englewood on behalf of itself and Englewood Police Department (“Englewood”);
- the City of Greenwood Village on behalf of itself and the Greenwood Village Police Department (“Greenwood Village”);
- the City of Littleton on behalf of itself and the Littleton Police Department (“Littleton”); and
- the City of Sheridan on behalf of itself and the Sheridan Police Department (“Sheridan”).
- South Metro Fire Rescue (“South Metro Fire”)

Arapahoe County, Cherry Hills Village, Englewood, Greenwood Village, Littleton, Sheridan and South Metro Fire, are further referred to herein as the “Parties”. Capitalized terms used herein are defined throughout this Agreement.

### RECITALS

- A. Each of the Parties provide a public safety service within Arapahoe County.
- B. The Parties listed herein each maintain and administer a records management system to manage the collection, maintenance and release of official records of their respective agencies.
- C. The Arapahoe County Sheriff’s Office, through the Arapahoe County Government, is currently implementing a new RMS purchased from Tri-Tech Software Systems.
- D. In order to save costs and increase interoperability among the Parties’ law enforcement agencies, the Parties desire to utilize Arapahoe County’s contract with Tri-Tech to purchase additional required licensing, and use Arapahoe County’s RMS system as a single, combined RMS system. The foundation of the system (including all hardware and server software associated therewith, the “RMS”) will be hosted and operated by Arapahoe County pursuant to the terms of this Agreement.

### DEFINITIONS

- A. **Combined RMS.** The redundant, combined regional records management system (RMS) designed to allow multiple agencies, existing within Arapahoe County, to use a single shared RMS.
- B. **Hardware.** The physical computer parts and components constituting the Combined RMS or which are used by a party to interface with, access, or utilize the Combined RMS.

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- C. Software.** Any software, software package, or interface that comprises the Combined RMS or which is used by a Party to interface with, access, or utilize the combined system.
- D. Hub.** That portion of the Combined RMS comprised of all hardware, software and licensing required for the RMS database/file servers, RMS Server. The Hub shall be hosted by Arapahoe County.
- E. Node.** That portion of the Combined RMS comprised of all hardware, software, network connectivity and licensing required for participating agencies to connect with and interface with the Hub.
- F. RMS Server.** Hardware, licensing and software required to allow a range of separately licensed RMS User and Field Based Reporting (FBR) licenses to connect to the RMS server.
- G. RMS User.** Hardware, licensing and software required for accessing and using the RMS system.
- H. RMS FBR.** Hardware, licensing and software required for accessing and using the RMS system for field based reporting.
- I. CJIS Security Policy.** Current version of the Criminal Justice Information Security Policy that contains a minimum set of security requirements for access to Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information.
- J. Network.** A wide area network connecting each node to the hub of the Combined RMS

### 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 hereby acknowledged, the Parties agree as follows:

- 1. Management of the Combined RMS.** The Combined RMS shall be managed by a board (the “Board”) consisting of board members (each a “Board Member”), as further described in this Section 1.
  - a. Duties.** The Board shall have oversight of the Combined RMS, providing direction for the operation, administration, and maintenance of the Combined RMS. Arapahoe County will serve as fiscal agent to the Board.
  - b. Parties Entitled to a Board Member Position.**
    - i. Each Party is entitled to one Board Member position on the Board; *provided, however*, that if a Party terminates their participation in this Agreement or elects to utilize a different RMS system or joins another combined RMS system exclusively after the Effective Date, that Party shall no longer be entitled to a Board Member position and such Board member appointment shall be immediately terminated.
  - c. Appointment; Eligibility** Each Party shall appoint an employee to serve on the Board. A Party’s Board Member must be employed by that Party. If a Board Member is no longer employed by the appointing Party, the Board Member will

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be deemed to have resigned as of the date of separation of employment. Each Board Member shall serve at the pleasure of the CEO of the Party that appointed him or her.

- i. Each Board Member appointed to serve on the Combined RMS Board shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that Party's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. All Parties to the Combined RMS agree to cooperate with one another to the extent such assistance is reasonably needed to effectuate this provision.
- d. **Term; Removal and Resignation.** Except as otherwise provided herein, there is no limit on the amount of time a person may serve as a Board Member. A Board Member may be removed at any time by the CEO of the LEA Party which appointed the Board Member. A Board Member may resign at any time by giving written notice to the Board and to the CEO of the Party which appointed the Board Member. Unless otherwise stated in the resignation notice, the resignation shall be effective upon receipt by the Board.
- e. **Quorum and Action of the Board; Minutes.** A majority of the Board Members of all Parties shall constitute a quorum for the transaction of business. Unless otherwise required by this Agreement, the affirmative vote of a majority of the Board Members present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Each Board Member shall have one vote. The Board secretary shall keep minutes of each meeting and a record of actions taken.
- f. **Place and Time of Meetings; Notices.** The Board may hold meetings from time to time as it may determine, provided that it holds at least two meetings per year. Notice must be given personally or by email to all Board Members at least seven days before the meeting, and said notice shall contain the date, place, and general purpose of the meeting.
- g. **Electronic Participation; Compensation.** Board Members may participate in a meeting by means of conference telephone or similar communications equipment, if available, by which all persons can hear each other at the same time, and such participation shall constitute presence in person at the meeting for purposes of quorum and voting. No compensation shall be paid to Board Members for their services on the Board.
- h. **Board Officers.** The Board shall annually appoint from the Board Members a chairperson, a secretary, a treasurer, and such other positions as the Board deems necessary, each of whom shall have the responsibilities and obligations customary to such positions.
- i. **Bylaws.** By resolution adopted by a majority of all Board Members, the Board may adopt or amend bylaws, including rules governing acceptable attendance by Board Members at meetings.

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- j. **Committees.** By resolution adopted by a majority of all Board Members, the Board may designate a committee of at least one Board Member and those other persons that the Board may select. All committees shall serve at the pleasure of the Board.

### 2. Purchase and Ownership of the Combined RMS.

- a. **Purchase by Arapahoe County.** Arapahoe County shall purchase the required server hardware, software, and licensing for the Hub of the Combined RMS. Arapahoe County shall execute a contract in its own name and shall be responsible for all acceptance, warranty, and other contractual issues for the Hub. Arapahoe County shall ensure that the contract permits the use of the Combined RMS for the purposes set forth herein. Arapahoe County will license the RMS Server and Database Server as outlined in attachment “A”, which is attached hereto and made a part of this Agreement.
- b. **Purchase by Other Parties.** The other Parties named herein shall be responsible for the purchase of all required hardware, software, licensing and network connectivity specific to their Node that is necessary for such Parties to interface with, access, or utilize the Combined RMS. Each Party shall execute a contract in their own name and shall be responsible for all acceptance, warranty and other contractual arrangements regarding their respective Node.
- c. **Installation.** Arapahoe County shall provide project management services and coordinate the installation and implementation of the Hub of the Combined RMS. Other Parties shall provide project management services and coordinate the installation and implementation of their respective Node of the Combined RMS. Arapahoe County shall provide resource support to the other Parties’ projects to establish the connectivity and configuration of the Combined RMS
- d. **Ownership of the Combined RMS.** Arapahoe County shall own the hardware, software and licensing that comprises the Hub of the Combined RMS, and each other Party shall own or be responsible for the hardware, software and licensing that comprises their individual Nodes of the Combined RMS.

### 3. Operation and Maintenance of the Combined RMS.

- a. **Arapahoe County.** Under the direction of the Board, Arapahoe County shall operate, provide system administration, and maintain the Hub of the Combined RMS on behalf of the Parties.
  - i. Arapahoe County shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of the Combined RMS. Any security breach must be immediately reported to Arapahoe County Information Technology Department and the Board through protocols set by the Board.
  - ii. Arapahoe County shall use its reasonable best efforts to ensure that the Combined RMS remains functional and operational to all Parties. All Parties recognize that maintenance of the Combined RMS, such as patches

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and upgrades, will be necessary. The impact of such patches and upgrades will be thoroughly evaluated, tested and communicated by Arapahoe County prior to implementation in the production environment. Arapahoe County will work with the Parties in scheduling and obtaining approval for such patches and upgrades.

- iii. Arapahoe County will perform and maintain reasonable backups for the Hub of the Combined RMS.
- iv. Arapahoe County shall operate and maintain a geographically distinct disaster recovery site for the Hub of the Combined RMS.

**b. Other Parties.** All Parties, except Arapahoe County, shall operate, maintain, and administer functions specific to their Node and use their best reasonable efforts to ensure that the hardware, software and network under their responsibility is operational in concert with the Combined RMS at all times.

- i. All Parties shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of their Node.
- ii. Each Party shall designate two representatives to act as primary and secondary points of contact (POC) with Arapahoe County. The points of contact responsibilities shall include:
  - 1. Direct coordination and interaction with Arapahoe County support staff;
  - 2. Communication with general public supported by each Party;
  - 3. Follow Arapahoe County's procedures to report an application incident;
  - 4. Provide initial application support and RMS administrator services specific to the Party's Node for Party's users prior to logging an incident with Arapahoe County;
  - 5. Request technical support from Arapahoe County; and
  - 6. Test the Combined RMS system in conjunction with Arapahoe County, at the times and locations mutually agreed upon by Arapahoe County and Other Parties named herein.
  - 7. Contact information for the primary and secondary POCs shall be provided to Arapahoe County so that they may be contacted, if necessary, 24 hours per day, 7 days a week.

**c. System Support.**

- i. Any incident specific to a Party's node will be handled by that Party's IT support.
- ii. Any incident that is global to the Combined RMS or incidents associated with the Combined RMS requiring assistance from Arapahoe County must be reported to the Arapahoe County Information Technology Department service desk by predetermined points of contacts for each Party named herein. The service desk is staffed to provide support during normal business hours of 7:00 a.m. to 6:00 p.m., MT, Monday – Friday excluding holidays. After hours support is available through the service desk for

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Critical and High Severity issues 24 hours a day, 7 days a week (See attachment B, which is attached hereto and made a part of this agreement). All Parties may track the status of the incident by calling Arapahoe County Service Desk and providing the incident number.

- iii. **Arapahoe County support costs for specific issues or requests by a Party will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.**
- d. **Confidentiality of Data.** All data provided to the Combined RMS database housed at Arapahoe County by any Party remains the property of said Party. No Party, other than the owner of the data provided, shall be permitted to access, disclose, transfer or otherwise communicate to any third party said data for any purpose, without the express consent of the owner of the data.
- e. **Insurance.**
  - i. **General.** Arapahoe County shall maintain sufficient insurance on the Hub of the Combined RMS to repair or replace the same in the event of its damage or destruction. Each other Party shall maintain sufficient insurance on their respective Nodes to repair or replace the same in the event of its damage or destruction.
  - ii. **Liability.** Arapahoe County shall maintain commercial general liability insurance on the Hub, and each other Party will maintain commercial general liability insurance on their respective Node with limits of not less than \$330,000 per person/\$990,000 per occurrence, or such greater amounts as may be set forth as the limits of liability under the Colorado Governmental Immunity Act. Each Party shall provide proof of such insurance to the Board in the form of a Certificate of Insurance.

**f. Operation and Maintenance Costs.**

- i. **General.** Parties may be charged annual operation and maintenance costs that are reasonably related to the operation of the Combined RMS. All such costs will be allocated to each Party as a percentage of total costs based on the number of RMS User and RMS User FBR licenses licensed by that Party as set forth in Attachment “A” or as otherwise set forth herein. These costs will include but are not limited to: Annual maintenance payments to the RMS vendor; Infrastructure costs; and other 3rd party shared licensing and/or maintenance costs related to the operation of the Combined RMS system. The estimates of the costs assessed to each original Party are set forth in Attachment “A.” All Parties understand that Attachment "A" reflects estimated costs as of May, 2018. All Parties understand that the actual costs may increase or decrease based on the actual number of RMS User and RMS User FBR licensing purchased by each Party. All payments will be made to Arapahoe County as fiscal agent for the Board unless other payment arrangements are approved by the Board.
- ii. **Annual maintenance fees; billing.** The Combined RMS system is expected to be implemented for all Parties by 2019. Within sixty (60) days of implementation of the Combined RMS for all Parties, Arapahoe County will confirm the number of RMS User and RMS User FBR licenses licensed by each Party, and, with the approval of the Board, readjust the percentage of costs allocated to each Party, if necessary, as outlined in Attachment “A”. On that basis, Arapahoe County will establish and invoice the proportionate share of annual maintenance fees due from each Party for the upcoming year for support and maintenance costs as outlined in attachment “A”. To the extent practicable, Arapahoe County 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 Arapahoe County within thirty days after the date of the invoice. This readjustment, reallocation, and invoice process will continue through the Initial and any Renewal Term of this Agreement.
- iii. **Other Fees, Charges, and Assessments.** The Parties agree that while they have made every reasonable attempt to ensure that all costs necessary to establish, operate, and maintain the Combined RMS are set forth in Attachment "A", the Parties understand and acknowledge that it is not possible to anticipate every expense necessary to establish, operate, and maintain the Combined RMS. The Board may assess any other fee, charge, or assessment that is reasonably related to establishing, operating, or maintaining the Combined RMS. Should this occur, Parties will be invoiced for the amounts due in the same manner as set forth in this section 3 with all payments made to Arapahoe County as the fiscal agent to the Board.
- iv. **Addition or Termination of Parties.** Should a Party be added to this Agreement under section 5, or should a Party terminate its participation in

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or be terminated from this Agreement under section 6, Arapahoe County will, after consultation with the remaining Parties to the Agreement, reestablish the number of RMS User and RMS User FBR licenses licensed 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 of Parties are in conformance with this section.

- v. **Payments Nonrefundable.** Except as otherwise set forth in section 7 about the termination of this Agreement, any payment that is made by any Party to Arapahoe County as fiscal agent for the Board is not refundable.
- vi. **Party Equipment.** Any equipment that is necessary to maintain a Party's connection to the Combined RMS will be purchased and maintained by that Party. Such equipment will be and remain the property of the Party that purchased the equipment.
- vii. **Costs of Data Conversion.** Each Party is responsible for all costs associated with converting or transferring its existing individual Party records into the Combined RMS.

### 4. Use of the Combined RMS.

- a. **Use by Parties.** Each Party may connect to the Combined RMS and use the Combined RMS as its primary Records Management System. Each Party shall be responsible for its own costs associated with additional licensing of and connection to the Combined RMS, as provided by attachment C.
- b. **Access to Records.** Only the Parties' employees, or employees of non-Party agencies or entities authorized by the Board may access shared Criminal Justice Records in the Combined RMS. All persons with access to the Criminal Justice Records must first pass a background screening process deemed adequate by the Board.
- c. **Records Custody and Control.** Each Party will retain custody and control of, and will remain the official custodian of, any Criminal Justice Records the Party enters or maintains in the Combined RMS, and any such records that it agrees to share with any of the other participating Parties as set forth herein. No Party will release any Criminal Justice Records belonging to the other Parties 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
  - i. Each Party shall have exclusive control over Criminal Justice Records that belong to that Party and shall have control over what access, if any, is granted to or what Criminal Justice Records, if any, are shared with any other Party or Parties to this Agreement. Nothing in this Agreement shall be construed as requiring any Party to provide access to, or share Criminal Justice Records with any other Party via the Combined RMS.

**d. Software.**

- i. Each Party shall grant usage rights to the other Parties for Software owned by each Party. The Party granting such usage rights shall remain the owner of the Software.
- ii. Each Party shall grant usage right to the other Parties for Software licensed by such Party to the extent permitted by the underlying licensed agreement.

**e. Additional Hardware or Software; Costs.** Each Party is responsible for purchasing, owning, and insuring any hardware or software specific to such Party that is necessary for that Party's interface with, access to, or utilization of the Combined RMS; *provided, however*, that such hardware or software must be approved in advance by the Board with guidance from Arapahoe County Information Technology Department.

- 5. Addition of Parties.** Only Parties to this Agreement may connect to and use the Combined RMS. Upon the approval of the Board, a governmental entity may become a Party to this Agreement by executing a joinder to this Agreement in a form reasonably acceptable to the Board. Prior to the approval of the Board, Arapahoe County will provide recommendations to the Board on any additional server licensing, IT system changes (network, disk capacity, server, database, bandwidth, etc) needed to accommodate the addition of the new Party. Each new Party will be responsible for all new licensing and IT related costs, including hardware, software and labor expenses associated with each new party joining the Combined RMS system.
- 6. Withdrawal of Parties.** A Party may withdraw from this Agreement by giving written notice to the Board on or before June 30 of a given year and the withdrawal will be effective on December 31 of that year unless the notice specifies a later date. A withdrawing Party will remain liable for all financial obligations hereunder until the effective date of the withdrawal. Upon withdrawal, a Party shall no longer be entitled to connect to, use, or access the Combined RMS. Each Party is responsible for all costs associated with converting or transferring that Party's existing individual records out of the Combined RMS.
- 7. Term and Termination.** This Agreement shall be effective as of the Effective Date and may be terminated by the written agreement of at least 75% of the then-current Parties. Upon termination, no Party shall be entitled to use the Combined RMS, the Combined RMS shall remain the property of Arapahoe County (and Arapahoe County may use or dispose of the same in its discretion), and all other assets owned by a Party shall remain the property of that Party. Any money held by Arapahoe County as fiscal agent for the Board shall be used to reimburse Arapahoe County for reasonable costs associated with terminating the Combined RMS, provided such costs are separately accounted for and documented and made available to all Parties. If any money remains after such reimbursement, it will be distributed to the Parties who paid such funds proportionally

based on a percentage of the total number of RMS User and FBR licenses licensed by each Party.

**8. NO WARRANTIES.** THE PARTIES MAKE NO WARRANTIES TO EACH OTHER, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**9. LIMITATION OF DAMAGES.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. General Terms.**

- a. Employee Costs.** Except as otherwise provided herein, each Party shall be solely responsible for any costs associated with its own employees' time and expenses associated with the performance of this Agreement.
- b. Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out the intent of this Agreement.
- c. Amendments.** Amendments to this Agreement must be in writing and signed by all Parties.
- d. Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.
- e. Assignment.** No Party may assign this Agreement or delegate any obligation, in whole or in part, to any third party without the other Parties' prior written consent.
- f. Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state court located in Arapahoe County, Colorado.
- g. JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- h. Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any of the Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the Board of the Dispute by delivering a written statement to the Board specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The Chair of the Board shall schedule a time for the authorized representatives to meet in person. Beginning on the date of the meeting and ending no less than 21 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. NO PARTY MAY INITIATE ANY COURT OR ADMINISTRATIVE ACTION, SUIT, OR

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PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

- i. **Liabilities of the Parties.** The Parties shall have no obligation whatsoever to assume any responsibility or liability hereunder for the acts or omissions of any other Party.
- j. **Governmental Immunity.** Nothing in this Agreement shall be deemed a waiver of any Party's privileges, limitations and immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as same may be amended.
- k. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.
- l. **Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.
- m. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.
- n. **Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.
- o. **Non-Appropriation.** Pursuant to Colorado Constitution Article X Section 20 and C.R.S. § 29-1-110, as amended, the financial obligations of the Parties beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Parties legislative body.
- p. **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- q. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.
- r. **Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following addresses:

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<p>Arapahoe County 13101 E Broncos Parkway Centennial, CO 80112</p> <p>Englewood Police 3615 S. Elati St. Englewood, CO 80110</p> <p>Littleton Police (with copy to City Attorney) City of Littleton 2255 W. Berry Ave. Littleton, CO 80120</p> <p>South Metro Fire Rescue 9195 E. Mineral Ave. Centennial, CO 80112</p>	<p>Cherry Hills Village Police 2450 E. Quincy Ave. Cherry Hills Village, CO 80113</p> <p>Greenwood Village Police 6060 S. Quebec St. Greenwood Village, CO 80111</p> <p>Sheridan Police 4101 S. Federal Blvd. Sheridan, CO 80110</p>
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**IN WITNESS WHEREOF**, the Parties are executing this 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.

**ARAPAHOE COUNTY**

**CITY OF CHERRY HILLS VILLAGE**

By: .....	By: .....
Name:	Name:
Title:	Title:
Date: .....	Date: .....

**CITY OF ENGLEWOOD**

**CITY OF GREENWOOD VILLAGE**

By: .....	By: .....
Name:	Name:
Title:	Title:
Date: .....	Date: .....

**CITY OF LITTLETON**

**CITY OF SHERIDAN**

By: .....	By: .....
Name:	Name:
Title:	Title:
Date: .....	Date: .....

**SOUTH METRO FIRE RESCUE**

By: .....  
Name:  
Title:  
Date: .....

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### Attachment A

#### **Inform RMS Licensing (not finalized)**

The following is each agency's current licensed and requested licensing for the Combined RMS system. The "Currently Licensed Column" indicates whether the licensing has already been purchased ("Yes" = licensing has been purchased, "No" = licensing still needs to be purchased). Allocated Licensing amount for each agency is subject to change based on availability of unused licensing and the purchase of additional licenses.

<u>Agency</u>	<u>Description</u>	<u>License Type</u>	<u>Amount</u>	<u>Currently Licensed</u>
All Agencies	Inform RMS Server Software (Number of RMS User and concurrent RMS FBR User that are licensed to connect to the RMS Server).	Server	(E -101 – 250 RMS Users)	Yes
All Agencies	Microsoft SQL Server Enterprise	Server	4 Cores	Yes
Arapahoe Sheriff	Inform RMS & FBR Users	Client	170	Yes
Greenwood Village PD	Inform RMS & FBR Users	Client	55	No
Englewood PD	Inform RMS & FBR Users	Client	62	No
Littleton PD	Inform RMS & FBR Users	Client	60	No
Sheridan PD	Inform RMS & FBR Users	Client	12	No
Cherry Hills PD	Inform RMS & FBR Users	Client	17	No
South Metro Fire Rescue	Inform RMS & FBR Users	Client	6	No

#### **Cost Allocation**

Each Party's annual maintenance cost for the Combined RMS is based on a percentage of the total number of RMS User and FBR licenses licensed by each Party. The following methodology will be used in determining the annual Combined RMS costs for each Party.

#### **Methodology:**

- Each Party is solely responsible for the cost of renewing the annual maintenance for their licensed RMS User and FBR licenses.
- Each Party is solely responsible for the cost of renewing the annual maintenance on any interfaces, RMS Modules, additional software or licensing that is only used by that said Party.
- Parties will share the responsibility for the cost of renewing the annual maintenance on any shared Combined RMS module licensing, and/or interfaces in which is used by each Party.

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- Parties will share the responsibility for the cost of renewing the Combined RMS annual maintenance on the RMS production system, test and training systems, RMS disaster recovery system, and virtual replication software licensing for all production virtual servers dedicated for the Combined RMS.
- All Parties will share the responsibility of the annual cost for renewing SQL Server Enterprise Software Assurance licensing based on the current licensing model dictated by Microsoft for the licensing required for the Production RMS web and RMS classic SQL servers.
- All Parties will share the responsibility of the cost for refreshing hardware for one (1) blade server. Cost will be spread out using the average cost to purchase new hardware over a 4-year period.
- The annual total maintenance cost for TriTech Licensed Software, per the Arapahoe County contract with TriTech, will increase at a rate of 3% each year.

<u>Agency</u>	<u>RMS/FBR Licenses</u>	<u>Percentage</u>
Arapahoe County Sheriff's Office	170	44.50%
Cherry Hills Village PD	17	4.45%
Englewood PD	62	16.23%
Greenwood Village PD	55	14.40%
Littleton PD	60	15.71%
Sheridan PD	12	3.14%
South Metro Fire Rescue	6	1.57%
Total	382	100.00%

### **Funding Administration**

Arapahoe County Government will act as the fiscal agent for the board and all participating Agencies and will be responsible for the following:

- Payment of vendor invoices for shared software licensing maintenance costs defined within this agreement.
- Invoicing each Agency for their portion of the Hardware Refresh Replacement fund & shared Software Maintenance Costs.

**Ongoing Funding Requirement (starting in 2019)**

**RMS Server Hardware and Software Maintenance Costs**

<b>Agency - Percentage</b>		<b>SQL Server Ent SA Licensing (4 Cores)</b>	<b>Inform RMS Server (Production)</b>	<b>Inform RMS Server (Test &amp; Training)</b>	<b>Inform RMS Server (DR)</b>	<b>Zerto Replication (5 Licenses)</b>	<b>Hardware Replacement (1 Blade)</b>	<b>Total Cost</b>
Arapahoe County	44.50%	\$11,570.00	\$10,285.29	\$1,262.02	\$631.01	\$1,212.14	\$1,668.75	\$26,629.20
Cherry Hills Village PD	4.45%	\$1,157.00	\$1,028.53	\$126.20	\$63.10	\$121.21	\$166.88	\$2,662.92
Englewood PD	16.23%	\$4,219.80	\$3,751.24	\$460.28	\$230.14	\$442.09	\$608.63	\$9,712.18
Greenwood Village PD	14.40%	\$3,744.00	\$3,328.27	\$408.38	\$204.19	\$392.24	\$540.00	\$8,617.09
Littleton PD	15.71%	\$4,084.60	\$3,631.05	\$445.54	\$222.77	\$427.92	\$589.13	\$9,401.01
South Metro Fire	1.57%	\$408.20	\$362.87	\$44.53	\$22.26	\$42.77	\$58.88	\$939.50
Sheridan PD	3.14%	\$816.40	\$725.75	\$89.05	\$44.53	\$85.53	\$117.75	\$1,879.00
<b>Total</b>	<b>100.00%</b>	<b>\$26,000.00</b>	<b>\$23,113.00</b>	<b>\$2,836.00</b>	<b>\$1,418.00</b>	<b>\$2,723.90</b>	<b>\$3,750.00</b>	<b>\$59,840.90</b>

**Note:** The cost provided for each agency is an estimate on the current expected costs for 2019. The amounts above is in addition to any other licensing and maintenance costs that each Agency may have with the RMS vendor.

## Attachment B

### Incident Priority Classification

Priority Level	Description
P1 – Priority Level 1	<b>Critical</b> – a major loss of a mission critical system or service; or loss of access to a customer group which performs work which is critical to business; a full service or major system outage; use of all available resources until resolved, on-call procedures activated and vendor support invoked. Impacts recognized are in the loss of major assets, resources, or sensitive data; may cause significant financial loss; may impede the organization's mission, reputation or interest.
P2 – Priority Level 2	<b>High</b> ; high impact – an incident affecting an individual; or an incident with a loss of service to multiple customers on critical business function; completely impacts the user's ability to do work or an issue that impacts a VIP [includes Dept. Directors; Elected Officials; Undersheriff; Chiefs]; IT support resources respond, assess the situation and may interrupt other staff working on low or medium priority jobs for assistance.
P3 – Priority Level 3	<b>Medium</b> ; marginal impact – an incident with limited impact and which is not critical to business, partially impacts the user's ability to do work or one for which a workaround exists; respond using standard procedures and operating within normal supervisory management structures; may cause minor damage, financial loss and result in negative publicity for the organization; minor system outage; minor delay.
P4 – Priority Level 4	<b>Low</b> ; negligible impact – an incident with inconsequential impact and which is noncritical to business; may only affect 1 customer; has no impact on the user's ability to do work; response using standard operating procedures and as time permits.
P5 – Priority Level 5	<b>Planned or Scheduled Request</b> – a scheduled request for moves, adds, deletes / retire, change. This is tied to the Request Fulfillment process and RFC Standard (pre-approved changes); or an informational request

**Attachment C**

	Arapahoe County	Cherry Hills Village	Englewood	Greenwood Village	Littleton	Sheridan	South Metro Fire
Hub	x						
Node		x	x	x	x	x	x
Node network connectivity to Hub		x	x	x	x	x	x
RMS Server licensing	x	x	x	x	x	x	x
RMS User licensing	x	x	x	x	x	x	x
RMS FBR licensing	x	x	x	x	x	x	x
Interfaces specific to each Party	x	x	x	x	x	x	x