INTERGOVERNMENTAL AGREEMENT ESTABLISING THE ADMINISTRATION AND GOVERNANCE OF THE
PIKES PEAK REGIONAL LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

This INTERGOVERNMENTAL AGREEMENT ("IGA"), dated as hereinafter set forth, is made by and between the City of Colorado Spring (hereinafter referred to as the "City"), by and through its Colorado Springs Police Department (hereinafter referred to as "CSPD"), the County of El Paso (hereinafter referred to as the "County") by and through its Sheriff's Department (hereinafter referred to as "EPSO"), and the City of Fountain (hereinafter referred to as "Fountain") through its Police Department (hereinafter referred to as "FPD"); creates the Pikes Peak Regional Law Enforcement Records Management System ("PPR-LERMS"). For purposes of this IGA, each agency may be referred to as a "Party" or collectively as "Parties"; additionally, the County and Fountain may be referred to as "Participating Agencies".

WHEREAS, it is the intent of the Parties for the City which currently owns, operates and maintains the New World Public Safety Software ("NWS") to allow access by the Participating Agencies to the City's computer network to facilitate the sharing of data under the governance of PPR-LERMS through the NWS system; and

WHEREAS, this IGA sets forth the governance structure of PPR-LERMS, the terms and conditions for use of NWS and other City services, and the costs to the Participating Agencies of PPR-LERMS related to the same; and

WHEREAS, the Parties are authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 PURPOSE

1.0   Implementation of this IGA is intended to (1) promote the exchange of criminal justice data of the adjacent governmental entities and (2) enhance the overall safety of the citizens and law enforcement officers of all Parties.

1.1   The City currently owns and utilizes the NWS integrated solution for Law Enforcement, which is comprised of a number of modules and products, including a records management system ("LERMS") and a mobile field reporter system ("MFR"). These systems are designed to provide a common database and provide public safety officials with real-time information within the geographic area.

2.0 AUTHORITY

2.1 The Parties have entered into this IGA with the specific intent of cooperating with each other pursuant to Colorado Revised Statutes § 29-1-203 that grants the authority to local municipalities and governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units.

2.2 The Parties agree that this IGA will serve as the PPR-LERMS governing standard, in whole, until replaced or terminated, and that no other Intergovernmental Agreement or Memorandums of Understanding shall, without the full consent of all Parties, supersede or negate any of the provisions herein contained. Any prior record management Intergovernmental Agreements or Memorandums of Understanding entered into by the Parties may be amended or replaced by this IGA.

3.0 DEFINITIONS

3.1 The following definitions will apply where used in this document. No other definition is to be applied or prescribed to a term unless expressly stated.

- Board of Executive Oversight (Board or BOE) – The appointed body charged with the governance of the shared records systems.

- Host Agency – City of Colorado Springs by and through CSPD.

- Participating Agency – City of Fountain by and through the Fountain Police Department, El Paso County by and through the El Paso County Sheriff's Department and any additional municipalities or entities that join in the future.

- Tyler Technologies, Inc. New World Public Safety (NWS) – The creator of the shared records management system (LERMS) and mobile field reporting (MFR) system utilized by the Parties to the IGA.

- User Advisory Committee (UAC) – A subcommittee of the Board charged with the vetting of systems issues and requested changes. The UAC provides recommendations of action to the Board for consideration.

4.0 EFFECTIVE DATE, TERMINATION, SUSPENSION

4.1 Subject to the provisions of Subparagraph 4.2 and 4.3, the term of this IGA shall continue indefinitely.

4.2 City reserves the rights to immediately, and without prior notice, suspend the Participating Agency's access to NWS software when any violation of provisions of this IGA or the rules and procedures established by the Board constitutes a clear and immediate danger to the LERMS/MFR server, LERMS/MFR database, or the CSPD network. Failure to timely rectify and cure the violation may result in an involuntary termination of this

agreement. In the event of an involuntary termination, the respective Participating Agency will be responsible for paying all related expenses as outlined in Section 4.5 herein, as specified for a voluntary termination.

4.3   For any other violations of IGA provisions or rules and procedures established by the Board, with the exception of Subparagraph 4.2, the City agrees to provide thirty (30) days written notice to show cause prior to a service suspension date in order to minimize operational disruptions at the Participating Agency, and to provide the opportunity for violations to be rectified prior to the suspension date. The Participating Agency agrees to provide a written response of actions taken to rectify the violation(s).

> 4.3.1. The Parties further agree that if a difference of opinion exists regarding a violation and, therefore, an agreement cannot be reached, the Board of Executive Oversight ("Board"), as defined herein, shall have the authority to resolve the matter. In the event the Board cannot resolve the matter, per Section 7.9, the matter shall be referred to the CSPD Chief of Police and the EPSO Sheriff for final resolution.

> 4.3.2. Section 4.3.1 shall not, in any manner, restrict or limit the Parties from exercising their legal rights through the commencement of litigation activities as provided in this IGA.

4.4   Any Party to this IGA may voluntarily terminate their participation in the IGA without cause. If any of the Parties desires to voluntarily terminate their participation in the IGA, the Party shall provide written notice via certified mail to all Parties and the Board, as defined herein, no less than One hundred and Twenty (120) days before the preferred termination date.

4.5   Any incurred costs or expenses related to the voluntary termination of this IGA shall be the sole responsibility of the Party requesting the voluntary termination. The City shall not be held liable for the Participating Agency's costs if suspension or termination of services was the result of action taken under Subparagraph 4.2, or 4.3 of the IGA. The Participating Agency further agrees that, at its discretion, the City retains the right to charge the Participating Agency for reasonable costs or expenses related to the suspension or termination of services for actions taken under Subparagraph 4.2 or 4.3 of the IGA.

5.0   LIABILITY

5.1   Each of the Parties agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event that any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each of the Parties by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. and Article XI of the Colorado Constitution. The Parties shall neither have, nor exercise, any control or direction over the manner and means by which the Parties perform their obligations, except as otherwise state in this IGA.

5.2   Each of the Parties understands and agrees that its employees are not employees of the others and nothing contained in this IGA, particularly formation of the PPR-LERMS and the Board, shall be construed to create a separate instrumentality of any of the Parties. Each of the Parties is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation for benefit to its employees, under this IGA with the exception of the CSPD employee, whose salary is shared by the Parties per the Letter Agreement, executed May 23, 2016 and attached hereto as Attachment A. This CSPD employee's role is application support for the regional system.

5.3   It is specifically agreed among the Parties that this IGA is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this IGA to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this IGA.

6.0   GOVERNANCE STRUCTURE

6.1   The PPR-LERMS governance structure shall consist of the Board of Executive Oversight and the User Advisory Committee.

7.1   BOARD OF EXECUTIVE OVERSIGHT

7.0   The Board shall be responsible for the overall administration of the PPR-LERMS. The Board shall be granted the inherent authority by the Parties to enact or decline requests and/or changes that impact shared or hosted systems. The members of the Board shall have been duly authorized to represent the interests of their respective agency and shall be granted the necessary binding voting power by the Parties to carry out their duties.

7.1   As the governing board of the PPR-LERMS, only the Board shall have binding voting rights. No sub-committee or adjunct body authorized under this IGA or created by the Board shall have or be granted binding voting rights.

7.2   The weight of a Party's vote shall be based on the number of authorized sworn law enforcement officers employed by the Parties. Parties shall have one vote per 100 authorized sworn positions. Any time an agency increases authorized strength and the increase results in a change of authorized numbers above 51 of the next 100 positions, the agency's voting power increases by 1. For example, if a Party's authorized sworn strength increases in number from 600 to 651, the Party receives an additional vote. Based upon the authorized sworn strength of the Host Agency and the Participating Agencies at the time of execution of this IGA, the weighted voting shall be as follows:

- Colorado Springs Police Department – 7
- El Paso County Sheriff's Office – 5
- Fountain Police Department – 1

Participating Agencies that subsequently join the PPR-LERMS shall have one vote in the aggregate and will jointly select a representative for the Board.

7.3   Board members shall be appointed by the Parties. The following will serve as voting members:

- City of Colorado Springs – Chief of Police designee;
- El Paso County – Sheriff designee;
- City of Fountain – Chief of Police designee.

One Board member shall be appointed by each agency head. The above referenced designees shall have the authority to cast the full weight of the respective agency's votes.

7.4   Board members shall serve a term of two (2) years. There are no limitations placed on the number of consecutive or non-consecutive terms a member may serve. In the event of a member resignation before the end of the respective term, the affected agency head shall appoint a new member to serve out the remainder of the term.

7.5   The Board shall self-elect a Chairperson, who may serve up to and including two (2) consecutive (2) two-year terms.

7.6   The Board shall have the authority to create committees as the need arises. The Board does not have the authority to extend binding voting rights to these adjunct committees.

7.7   The Board shall establish operating policies and procedures that govern the operation and functions of the Board. A quorum, consisting of at least two (2) Board members, is required for action to be taken.

7.8   In the event of a tie vote, the Board shall reopen debate on the subject. If a majority vote cannot be reached, the issue will be sent to the Colorado Springs Police Chief and the El Paso County Sheriff for final resolution.

8.0   USER ADVISORY COMMITTEE

8.1   The UAC shall be tasked with vetting change requests to any shared or hosted system, as defined and allowed for in this IGA. The UAC shall discuss and research all enhancements, modifications, and upgrade requests from the Host Agency or any Participating Agency in the PPR-LERMS. The UAC Chairperson shall then make recommendations to the Board for consideration or approval. The UAC may be comprised of the following representatives:

- City Information Technology
- CSPD Information Technology
- CSPD Records & ID
- El Paso County Information Technology
- EPSO Information Technology
- EPSO Sheriff Records & ID
- Fountain PD Information Technology
- Fountain Police Records

- Crime Analysts from the agencies.

8.2   The UAC is not granted voting rights. However, the UAC may conduct poll voting among its members to ratify recommendations for presentation to the Board.

8.3   The UAC shall select a Chairperson that will be responsible for identifying issues, documenting discussions and agency preferences, and presenting requests to the Board. The UAC Chairperson may appoint other members to assist with the UAC responsibilities and to help with presentations to the Board.

8.4   The UAC may grant temporary membership to additional subject matter experts as required.

9.0   DESIGNATION OF AN ADMINISTRATOR

9.1   The Host Agency shall be responsible for the overall administration of the shared/hosted systems. The Host Agency shall appoint a full-time, regular employee to act as the lead Systems Administrator and will have additional supporting staff as necessary. The Parties agree that any person or persons granted access to the Host Agency's systems is subject to the final approval of the lead System Administrator. Removed last sentence here

10.0   NETWORK INFRASTRUCTURE ACCESS

10.1   The City reserves the right to allow, limit, or restrict access to City-owned network assets. This includes, but is not limited to, servers, network infrastructure, ports, and other network assets.

11.0   DATA OWNERSHIP

11.1   City reserves the right to incorporate any data created by the Participating Agency into the New World database; however, if a Participating Agency decides to voluntarily terminate their participation this IGA or if their participation is involuntary terminated the City agrees upon written request, to make available to the Participating Agency, data that was entered into the system during the period of utilization without condition or reservation. The exportation of the Participating Agency's data will be coordinated by the NWS and the Colorado Spring's Department of Information Technology staff. Any costs associated for the exportation of data will be the responsibility of the Participating Agency.

11.2   The Participating Agency's data will be uniquely identified in the New World database by utilizing the Participating Agency's Originating Reporter Identifier (hereinafter referred to as "ORI") as a key.

11.3   The Parties have agreed to the following in regard to accessing data of another party:

- Agencies may have read-only access to the case reports of any other Party with the exception of locked or sealed cases. To gain access to a locked or sealed case, the requesting Party must contact the originating agency.

- Agencies may have read-only access of Global Jackets and activity of any other Party.

- Crime Analysts of the Participating Agencies shall have access to view any Parties' replicated data from the LERMS database. The Parties agree that the CSPD shall be able to access the replicated data of Participating Agencies for the purpose of submitting the data to information sharing consortiums. Participating Agencies will need to provide written authorization to the Host Agency prior to the information sharing with any consortium.

- Crime analysts of the Participating Agencies shall have the exclusive right to access the data of any participating agency within the DSS application. Each Participating Agency must ensure that their Crime Analysts, who have access to the DSS application, shall have passed a background check that meets the standards of the Host Agency. Evidence of that background check must be provided to the Host Agency representative prior to granting permission.

- Agencies shall not be permitted to access the Gun Permit information of another agency.

11.4 The Parties agree that data stored in the Mobile database shall be shared and accessible as follows:

- Agencies, without exception, are not permitted to query or view the cases, field reports, and incidents of another Party.
- Agencies may query and view juvenile, adults, property, vehicles, and warrants of another Party.

(Attachment B details LERMS/MFR access)

12.0 LICENSE OWNERSHIP

12.1 The County, and additional future Parties, shall be solely responsible for the costs related the purchase and maintenance of licenses, utilized by the Party, for any installed NWS applications. The City shall not claim ownership of any license purchased by other Parties.

13.0 SECURITY, NON-DISCLOSURE, INFORMATION DISSEMINATION

13.1 To protect the LERMS and MFR software, and the City Network, the Participating Agencies, at their expense, agree to maintain adequate and up-to-date (no older than one week) virus detection software on all end-points accessing the LERMS and MFR software. City Information Technology staff, in consultation with the Participating Agency's Information Technology staff, must review and approve the virus software.

13.2 The Parties agree that any data shared is strictly for law-enforcement purposes, and no Party is authorized to release, in whole or in part, data that is not uniquely owned by the respective Party.

7

13.3   Personal use of data accessed through the NWS database is strictly forbidden.

13.4   It is the responsibility of the Participating Agency to ensure that access is through secured connections.

14.0   HOST AGENCY INFORMATION TECHNOLOGY SUPPORT

14.1   Information Technology will provide Participating Agencies with and maintain a secure and stable method to access the LERMS software.

14.2   The Participating Agencies understand that the servers for the MSP suite and software will be periodically serviced by the City. During the time that the server is being maintained, the Participating Agency may lose connectivity to the servers. It is the responsibility of the Participating Agency to develop a contingency plan in case the server is unavailable for an extended period of time.

14.3   The City will make all attempts to limit the down time of the server and agrees to notify CSPD, within its best efforts,   at least 48 hours in advance in writing before any planned maintenance to the server occurs or immediately in the event of an unexpected outage. CSPD will then notify the Participating Agencies. However, both parties understand that there may be unanticipated events that will force the limitation or denial of NWS access. Whenever this occurs, the Host Agency will work with NWS support staff to limit the amount of down time the Participating Agencies will experience. The Host Agency will notify the Participating Agencies once the service or access has been restored.   The City performs regular maintenance weekly and there is no notice regarding unexpected outages during the maintenance period which is from Midnight to 4:00 AM three days per week.

14.3.1 Participating Agencies agree that City will not provide any desktop hardware or computer workstations necessary to access LERMS or MFR; and that, Participating Agencies are solely responsible for ensuring that their respective systems meet the minimum requirements necessary to use the LERMS and MFR software. Participating Agencies agree that City will not be liable for any necessary upgrade related costs they incur in this regard.

14.3.2 The Host Agency agrees to provide support services in accordance with the Service Level Support Plan attached hereto as Attachment C.

14.4   The Participating Parties agree that any and all persons accessing the LERMS and MFR programs, CSPD Network, and the LERMS/MFR database must sign and abide by the CJIS Security Acknowledgement found in Attachment D. Participating Parties further agree to transfer the language in Attachment D verbatim to a document that will be signed by any persons accessing the aforementioned systems and to maintain a copy in a separate file which will be subject to periodic audits by the Host Agency.

14.5   In the event an employee of a Participating Agency needs City network access, CSPD will notify City IT and follow City IT procedures related to same.

14.6   City Information Technology staff will retain sole responsibility for the operation and upkeep of the servers dedicated to the project. Participating Agency Information Technology staffs will not be permitted access to the LERMS and MFR servers without the consent and

authorization of the Host Agency System Administrator.

14.7   The Host Agency shall manage the system application access and provide vendor server access for all Participating Agencies.

14.8   The Host Agency shall notify Participating Agencies of any changes in rules, policies and procedures that were utilized in implementation of the IGA. Changes in rules, procedures and policies originating with federal or state executive order, congressional or state legislative enactment or by court decision will be initiated as required by law. Notice of these changes will be provided to the Participating Agencies when the Host Agency becomes aware of them. The Participating Agencies will be notified of changes made by NWS.

14.9   The Host Agency represents and warrants that this IGA is not prohibited and does not violate the existing contract between NWS and City which was entered into on February 25, 2011, and as outlined in the Additional Software License Agreement, dated December 13, 2011.

15.0   COSTS

15.1   Unless onboarding costs require a substantial investment in the Host IT infrastructure, there will not be onboarding costs for new Participating Agencies. The Hosting Agency, however, reserves the right to reconsider imposing onboarding costs in specific circumstances.

15.2   At present, it does not appear that ongoing maintenance costs will result in billing by the Host Agency to the Participating Agencies; however, the following types of future expenses will be shared among the then Participating Agencies at the time of its occurrence:

- Storage replacement (approximate recurrence every 5 years);
- CBI Switch costs (approximate recurrence every 7 years);
- Server Environment changes for better performance; and
- Unexpected future costs related to the multi-jurisdictional system.

Costs will be shared by the Parties on a pro rata basis as outlined by the Board voting and determined by the then current voting weight of the Parties.

16.0   PARTICIPATING AGENCY'S RESPONSIBILITIES

16.1   Abide by all NWS requirements and conform to all NWS security standards.

16.2   Submit proposal in writing to the Board, for review and approval, before making any changes to network configurations, computer placement or network connectivity if the LERMS or MFR software will potentially be affected.

16.3   Ensure that any person who accesses the NWS is properly screened and trained.

16.4 Purchase and maintain such equipment and software and obtain communications circuits to maintain network connectivity with the hosted LERMS software.

16.5 Establish local policies and procedures for safeguarding information and equipment, and imposition of disciplinary action if a Participating Agency determines appropriate against any person found to be violating policies and procedures related to the use of the LERMS software.

16.5.1. The Participating Agency shall immediately report any violations of any persons or agencies subject to the terms this IGA to the Host Agency.

16.5.2. The Participating Agency cooperates fully in any investigation into allegations of misuse of data contained in the NWS, as outlined herein, or violations of policy.

16.5.3. The Participating Agency agrees to provide the Host Agency with a detailed report of any actions taken under Subsection 16.5 or 16.5.1 of this IGA.

16.5 Maintain responsibility for the custody, accuracy and reliability of any information or record accessible through the NWS, which the Participating Agency originated and submitted.

16.6 Maintain management control of all communications systems, NWS client workstations/servers, printers and related equipment; and all personnel operating and/or having access to the NWS related equipment by the Participating Agency.

16.7 Participating Agencies shall designate and provide to City the names, positions and contact information for their employees assigned the following roles:

- Agency's Regional Liaison;
- Agency's Board; and
- User Group members.

16.8 The Participating Agencies agree to abide by all local, State, and Federal laws related to the collection, release, and use of criminal justice data collected for law enforcement purposes.

17.0 SEVERABILITY

17.1 It is understood and agreed by the Parties that if any part, term or provision of this IGA is held by a court of competent jurisdiction to be illegal or in conflict with any federal laws, or any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term, or provision determined by the court to be invalid.

18.0 AMENDMENTS AND MODIFICATIONS

18.1 This IGA, together with all exhibits attached hereto, constitutes the entire IGA between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and the IGA shall not be altered, amended, modified, or changed in whole or in part except by a written amendment that is duly authorized by the Board and executed by each of the Parties participating agency heads.

19.0 GOVERNING LAW

19.1   This IGA shall be governed by and interpreted in accord with the established laws of the State of Colorado. If any action should arise as the result of a dispute under this IGA, court jurisdiction shall be exclusively in the El Paso County District Court for the Fourth Judicial District of Colorado.

19.2 Each Party to this IGA shall retain their respective intellectual property rights in accord with all applicable Local, State, and Federal laws.

20.0 NOTIFICATIONS AND CORRESPONDENCE

20.1   Except as may otherwise be provided in this IGA, all notices required or permitted to be given under the IGA shall be in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, return receipt requested, postage prepaid, in any post office in the United States, or (b) hand delivery to the designated agency head. The Parties agree that written notices regarding general operational issues may be accomplished through email directed to the appropriate supervisory employees

XXX
Colorado Springs Police Department
705 S Nevada Avenue
Colorado Springs, CO 80903

XXX
El Paso County Sheriff's Department
27 E. Vermijo Ave
Colorado Springs, CO 80903

XXX
Fountain Police Department
222 N Santa Fe Ave Fountain,
CO 80817

20.2   The addresses above may be changed from time to time by written notice to the other Parties.

21.0 FISCAL OBLIGATIONS

21.1   Colorado Springs: This IGA is expressly made subject to the limitations of the

11

Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this IGA, with respect to any financial obligation of Colorado Springs which may arise under this IGA in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this IGA at such time as the then-existing and available appropriations are depleted, and (ii) neither shall such failure nor termination constitute a default or breach of this IGA, including any sub-agreement, attachment, schedule, or exhibit thereto, by Colorado Springs. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to Colorado Springs, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this IGA.

21.2   County: This IGA is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County, contrary to Article X, § 20, Colo. Const., or any other constitutional or statutory debt limitation.   Notwithstanding any other provision of this IGA, with respect to any financial obligation of the County which may arise under this IGA in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this IGA at such time as the then-existing and available appropriations are depleted, and (ii) neither shall such failure nor termination constitute a default or breach of this IGA, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County.

21.3   Fountain: This IGA is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Fountain, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this IGA, with respect to any financial obligation of Fountain which may arise under this IGA in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this IGA at such time as the then-existing and available appropriations are depleted, and (ii) neither shall such failure nor termination constitute a default or breach of this IGA, including any sub-agreement, attachment, schedule, or exhibit thereto, by Fountain.

22.0   GENERAL PROVISIONS

22.1 The headings of the several articles and sections of this IGA are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and

provisions hereof or the interpretation or construction thereof.

21.2 This IGA may be executed in multiple copies, each of which shall be considered an original.

21.3 The Parties represent or warrant to each other that they have all the necessary authority to enter into this IGA and to perform their obligations hereunder.

21.4 This IGA is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns.

23.0 UNDERSTANDING

23.1 By signing below, each of us acknowledges and certifies that we have the vested authority to enter into this IGA on behalf of the Party we represent. We agree that all the necessary formalities have been met to the satisfaction of all Parties. Furthermore we agree to all terms and conditions promulgated by and under the IGA and agree to be bound by its terms and conditions.

Representing the City of Colorado Springs: Representing El Paso County:

_____   _____
Mayor of Colorado Springs   Chairperson, El Paso County Board
of Commissioners

_____   _____
Chief of Police Colorado Springs   Sheriff of El Paso County

Representing the City of Fountain:

_____
Chief of Police Fountain

Attachment A

LETTER AGREEMENT

This Letter Agreement serves to document the arrangement between the Colorado Springs Police Department ("CSPD"), Fountain Police Department ("Fountain") and the El Paso County Sheriff's Department ("EPSO"), hereinafter referred to as the "Parties", to fund the salary and benefit costs of an additional CSPD employee to support the application administration of the Multi-jurisdictional Law Enforcement Records Management System ("LERMS") and Mobile Field Reporting ("MFR") collaboration. The additional employee will provide support and assist current staffing with 24 hour 7 day a week coverage to ensure continuous and efficient operation of the systems.

The Parties agree that CSPD will create a "special" position for an Application Support Administrator II ("ASA II") position funded by the participating Parties. The City of Colorado Springs ("City"), through CSPD, will post and recruit for the ASA II position. The ASA II will be a CSPD employee and who will be subject to City and CSPD supervision and employment policies.

Each Party will pay one-third of the compensation and benefits for the position, estimated to be $75,000 per year. EPSO and Fountain each agree to reimburse the City $25,000 for the ASA II's salary and benefits paid. In the event that the total salary and benefits exceeds $75,000, the City will be responsible for the additional balance. The City will provide both the EPSO and Fountain with a monthly invoice, including time reporting documentation for actual salary and benefits paid, by the tenth of each month for the prior month's salary and benefits. Reimbursement to the City will be due within 30 days of Fountain and EPSO receiving the monthly invoices.

EPSO and Fountain will not participate in recruitment or supervision of the ASA II employee and, therefore, are not responsible for any acts committed by the ASA II in the course of his or her employment.

This Agreement will be effective July 1, 2016 and continue unless terminated by the Parties, contingent upon appropriation and budgeting. A Party may terminate the Agreement, with or without cause, upon sixty (60) days prior written notice to the other Parties. Salary and benefit expenses incurred prior to termination will be reimbursed to CSPD by the terminating Party. The Agreement may be modified as necessary by a written agreement of the Parties

The Parties acknowledge that the activities conducted under this Agreement are of benefit to all Parties. The signing Parties also agree that this Agreement obligates successors in the event of a change in personnel.

(signature)
CSPD

5-18-16
Date

Fountain PD

Date

(signature)
EPSO

5- 23-16
Date

LETTER AGREEMENT

This Letter Agreement serves to document the arrangement between the Colorado Springs Police Department ("CSPD"), Fountain Police Department ("Fountain") and the El Paso County Sheriff's Department ("EPSO"), hereinafter referred to as the "Parties", to fund the salary and benefit costs of an additional CSPD employee to support the application administration of the Multi-jurisdictional Law Enforcement Records Management System ("LERMS") and Mobile Field Reporting ("MFR") collaboration. The additional employee will provide support and assist current staffing with 24 hour 7 day a week coverage to ensure continuous and efficient operation of the systems.

The Parties agree that CSPD will create a "special" position for an Application Support Administrator II ("ASA II") position funded by the participating Parties. The City of Colorado Springs ("City"), through CSPD, will post and recruit for the ASA II position. The ASA II will be a CSPD employee and who will be subject to City and CSPD supervision and employment policies.

Each Party will pay one-third of the compensation and benefits for the position, estimated to be $75,000 per year. EPSO and Fountain each agree to reimburse the City $25,000 for the ASA II's salary and benefits paid. In the event that the total salary and benefits exceeds $75,000, the City will be responsible for the additional balance. The City will provide both the EPSO and Fountain with a monthly invoice, including time reporting documentation for actual salary and benefits paid, by the tenth of each month for the prior month's salary and benefits. Reimbursement to the City will be due within 30 days of Fountain and EPSO receiving the monthly invoices.

EPSO and Fountain will not participate in recruitment or supervision of the ASA II employee and, therefore, are not responsible for any acts committed by the ASA II in the course of his or her employment.

This Agreement will be effective July 1, 2016 and continue unless terminated by the Parties, contingent upon appropriation and budgeting. A Party may terminate the Agreement, with or without cause, upon sixty (60) days prior written notice to the other Parties. Salary and benefit expenses incurred prior to termination will be reimbursed to CSPD by the terminating Party. The Agreement may be modified as necessary by a written agreement of the Parties

The Parties acknowledge that the activities conducted under this Agreement are of benefit to all Parties. The signing Parties also agree that this Agreement obligates successors in the event of a change in personnel.

CSPD _____

Fountain PD _____

EPSO _____

5-18-16
Date _____

5-19-16
Date _____

_____
Date

Attachment B:

LERMS and Field Reporting Service-Level Support Plan

Includes:

1. Severity Levels for LERMS/MFR Incidents
2. LERMS/MFR Routine Support Plan
3. LERMS/MFR Escalation Support Plan

Severity Levels for LERMS/MFR Incidents
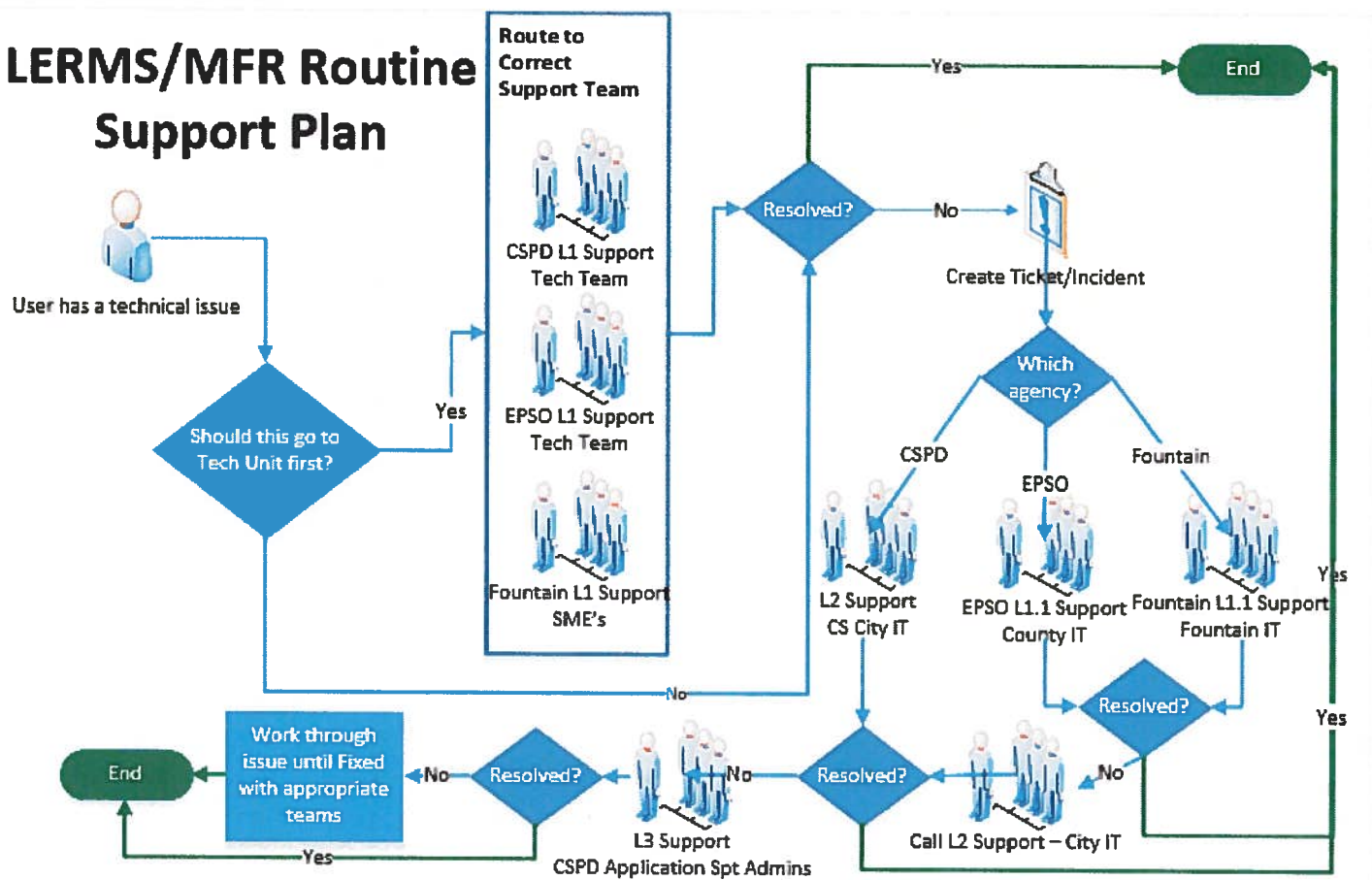## CSPD, EPSO, FPD

NOTES:

1. The descriptions below may not describe every situation and require user interpretation. After regular working hours or on holidays, City IT will honor the severity level that you tell them.

2. "Critical" issues are worked until resolved and communications are sent out at least every 4 hours to affected users until resolved.

Severity Level		Description	SLA Response	SLA Resolution
Incident	Severity 1- **"Critical"**	A "critical" LERMS/MFR incident includes one or more of the following conditions: • System is completely down. • Adversely affects all users in an agency, personnel from multiple agencies, and/or a specific unit with a critical mission. • Gravely affects productivity and/or affects data integrity. • Has no workaround or the workaround is arduous.	Within 30 minutes	90% in 4 hours 100% in 8 hours.
Incident	Severity 3 – **"Medium"**	A "medium" LERMS/MFR incident: • Moderately impacts users. • Operations can continue by using an acceptable workaround or accepting moderately degraded service.	Within 1 business day	Within 2 weeks
Incident	Severity 4 – **"Low"**	A "low" LERMS/MFR incident: • Has a minimum impact to users (with workaround, if required). • The defect does not impede operations.	Within 2 business days	Within 4 weeks
New Request	Severity 5 – **New Request** for New Functionality	This is a request for new LERMS/MFR functionality.	Within 2 business days	Work will be vetted and estimated. Final decision depends upon work required, resources, and funding.

City IT Service Desk: 719-385-5831

LERMS/MFR Routine Support Plan

User has a technical issue

Should this go to Tech Unit first?

Route to Correct Support Team

- CSPD L1 Support Tech Team
- EPSO L1 Support Tech Team
- Fountain L1 Support SME's

Yes

No

Resolved?

Yes → **End**

No → **Create Ticket/Incident**

Which agency?

- CSPD → **L2 Support CS City IT**
- EPSO → **EPSO L1.1 Support County IT**
- Fountain → **Fountain L1.1 Support Fountain IT**

Resolved?

Yes

No → **Call L2 Support – City IT**

Resolved?

No → **L3 Support CSPD Application Spt Admins**

Resolved?

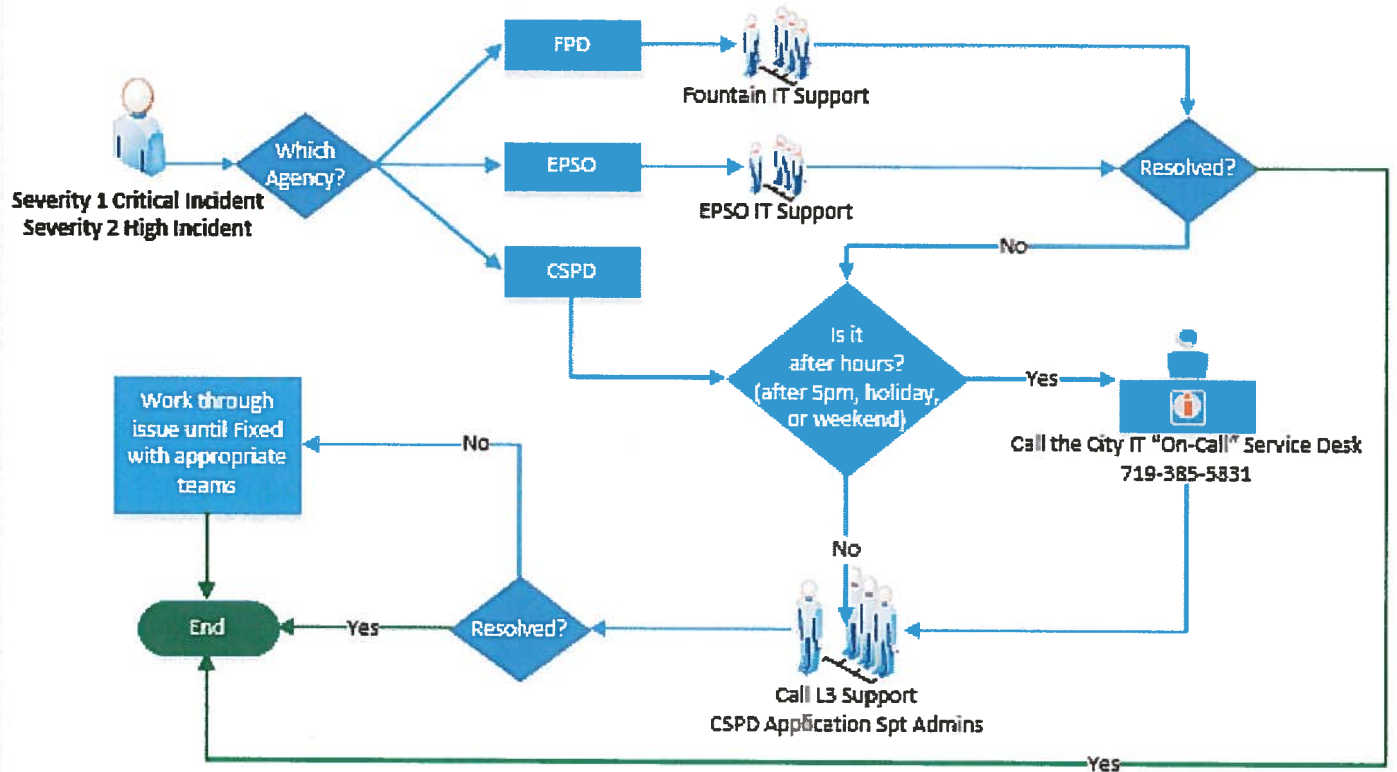No → **Work through issue until Fixed with appropriate teams** → **End**

Yes → **End**

City IT Service Desk: 719-385-5831

LERMS/MFR Escalation Support Plan
(Emergency Only)

City IT Service Desk: 719-385-5831

Attachment C:

LERMS Data Sharing Between ORI's Post El Paso County Go-Live

I. LERMS SHARING	Discussion	CSPD	EPSO	FPD
Cases: Open viewing of all cases except locked cases for all ORIs	N/A	Yes, Read-Only access	Yes, Read-Only access	Yes, Read-Only access
Activity on Global Subject Jackets: Open viewing of Jackets for all ORIs	N/A	Yes, Read-Only access	Yes, Read-Only access	Yes, Read-Only access
LERMS Replicated Data: Open viewing for all ORI's restricted to specific users.	CSPD data warehouse must contain all data for ETL to shared applications such as CopLink and Bair	Yes, restricted to specific users	Yes, restricted to specific users	Yes, restricted to specific users
DSS Application: Open viewing for all ORI's restricted to specific Crime Analysts only.	N/A	Yes, restricted to specific Crime Analysis folks	Yes, restricted to specific Crime Analysis folks	Yes, restricted to specific Crime Analysis folks
Gun permits: Only EPSO CHP employees can add, view, or modify	N/A	No	No	No
II. MOBILE / MFR DATA SHARING	Discussion	CSPD	EPSO	FPD
Case Inquiry A. Inquire on a case in my allowed ORIs B. Inquire on a case in Other ORIs	In Mobile, you can set up a default ORI and add additional allowed ORIs. This can be setup by user and/or role template permissions. - No Auditing capabilities when doing this from MFR when querying LERMS data	You can only inquire on a case in your own ORI; not on other ORI's.	You can only inquire on a case in your own ORI; not on other ORI's.	You can only inquire on a case in your own ORI; not on other ORI's.
Field Reports A. Merge Reports in my allowed ORIs B. Merge Reports in other ORIs C. Review Reports in my allowed ORIs D. Review Reports in other ORIs E. View Report Types in my allowed ORIs F. View Report Types in other ORIs	See explanation above (same as Case Inquiry).	No to all	No to all	No to All
Incident Inquiry A. Inquire on an incident in my allowed ORIs B. Inquire on an incident in other ORIs	Incidents come from CAD. No audit capability.	No to all	No to all	No to All
Juvenile Inquiry A. Inquire on a juvenile in my allowed ORIs B. Inquire on a juvenile in other ORIs	N/A	Yes to all	Yes to all	Yes to all

III. MOBILE / MFR DATA SHARING (continued)	Discussion	CSPD	EPSO	FPD
Person Inquiry A. Inquire on a person in my allowed ORIs B. Inquire on a person in other ORIs	Molly asked if we could use the STIC Alert. This is a possibility.	Yes to all	Yes to all	Yes to all
Property Inquiry A. Inquire on property in my allowed ORIs B. Inquire on a property in other ORIs		Yes to all	Yes to all	Yes to all
Vehicle Inquiry A. Inquire on a vehicle in my allowed ORIs B. Inquire on a vehicle in other ORIs		Yes to all	Yes to all	Yes to all
Warrant Inquiry A. Inquire on a warrant in my allowed ORIs B. Inquire on a warrant in other ORIs	No one uses as designed, so although the answer is yes for all, it may not be beneficial as a shared environment.	Yes to all	Yes, but will not use due to different processes that do not fit in set processes / technology	Yes to all

Attachment D

SECURITY AWARENESS TRAINING AND CERTIFICATION FOR STAFF NOT ACCESSING CRIMINAL JUSTICE INFORMATION

Criminal Justice Information shall be protected at all times. All personnel with access to criminal justice information shall ensure it remains in physically secure areas of the agency and is not disseminated, either verbally or physically, outside of the agency.

Non compliance with the rules and policies regarding security of the site, personnel, and criminal justice information could result in sanctions, disciplinary action, or termination of employment.

A security incident must be reported. (Points of contact; Individual actions)

Media requests for information regarding the law enforcement agency and/or any actions of the law enforcement agency will be handled by the agency Public Information Officer.

Physical access to most areas will be limited. Do not allow non- agency personnel in secure areas. Challenge strangers that request access and report any unusual activity.

Proper handling of criminal justice information for destruction is essential. Always follow the agency policy regarding the destruction of criminal justice information.

Improper handling of criminal justice information could result in Identity Theft, legal action against the agency, or harm to the agency and/or its members. Criminal Justice Information should be handled with the security of the information in mind.

I have received security awareness training covering the points above and have had this agency's security policy explained to me. I agree to the agency security policy regarding the protection of criminal justice information and the security and protection of the physical site. I agree not to disseminate, either physically or verbally, any criminal justice information from this law enforcement agency.

_____

Employee Name Printed

_____   _____

Employee Signature   Date

_____   _____

CCIC Coordinator Signature   Date