

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB34

ORDINANCE NUMBER: 2020-34

TITLE: AN ORDINANCE APPROVING THE CITY'S PARTICIPATION IN THE INTERGOVERNMENTAL AGREEMENT IN THE COLORADO INFORMATION SHARING CONSORTIUM

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The Intergovernmental Agreement of the Colorado Information Sharing Consortium, attached hereto as **Exhibit A** (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the same on behalf of the City. The City through its City Manager and Chief of Police are further authorized to execute the necessary documents to implement the City's participation in the Agreement.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2020.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

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**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is effective as of the 7th day of April, 2014 (the “Effective Date,” as further defined below) by and between the Adams County Sheriff’s Office, the Arapahoe County Sheriff’s Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff’s Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services;

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the “C.R.S.”) encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the “MOU”) to jointly develop the statewide Colorado Information Sharing Consortium (the “CISC”) with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public’s best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.

- a. “Assigned Employee” shall mean a Party’s employee assigned to work full- or part-time on behalf of the CISC.
- b. “Board” shall mean the Board of Directors of the CISC.
- c. “Data” shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party’s internal information sharing policy, and other materials provided by a Party to the CISC. “Data” shall not mean Intelligence Information (defined below).
- d. “Director” shall mean a director on the Board of the CISC.
- e. “Effective Date” shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.
- f. “Intelligence Information” shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).
- g. “Manager” shall mean a person who is assigned to manage the day-to-day operations of the CISC.
- h. “Representative” shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.

3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.

4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.
6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.
7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.
8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.
9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.
10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.
11. Intelligence Information.
 - a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.
 - b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.
 - c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.
 - d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12. Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

- a. Acquire Property.** To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- b. Add Parties.** To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;
- c. Adopt Rules and Regulations.** To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- d. Apply for Grants.** To apply for and receive grants in its own name;
- e. Conduct Business.** To conduct its business and affairs for the benefit of the Parties and their residents;
- f. Contract.** To enter into, make, and perform contracts of every kind;
- g. Engage Agents.** To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;
- h. Fees and Charges.** To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;
- i. Incur Debt.** To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;
- j. Legal Process.** To litigate, arbitrate, or mediate in its own name;
- k. Receive Contributions.** To receive contributions of gifts, grants, or services; and
- l. Terminate a Party's Participation in this Agreement.** To terminate or limit a Party's participation in this Agreement.

13. Restrictions on Powers of the CISC. The CISC shall not have the power:

- a. Eminent Domain.** To take property by eminent domain;
- b. Obligate Payment.** To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or
- c. Tax.** To impose taxes.

BOARD OF DIRECTORS

14. Board of Directors. The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

15. Number of Directors, Term, and Term Limits. There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

16. Eligibility, Appointment, Removal, and Vacancies. Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

a. Initial Appointment. The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

b. Subsequent Appointment. After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

17. Compensation. A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

18. Action by the Board at a Meeting. Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

a. Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

b. Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

c. Minutes. Minutes of each meeting and a record of each decision shall be kept by the Board.

19. Committees. The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

20. Alternates and Absentee Voting. A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

21. Representative's Right to Attend Meetings. Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

MANAGEMENT OF THE CISC

22. CISC Manager.

a. Appointment. Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

b. CISC Manager. The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

c. Eligibility and Employment. The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

d. Term. The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

23. Additional Assistance from Assigned Employees.

a. Appointment. The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

b. Assigned Employees. Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

c. Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

d. Term. The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

FINANCIAL

24. Deposits and Expenditures. All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars (\$500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars (\$500) may be authorized by the Manager.

25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.
26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.
27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

RIGHTS OF PARTIES

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.
29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.
30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.
31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.
32. Addition of New Parties.
- a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.
 - b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.
 - c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party

agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

d. CISC Membership Fee. Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

33. Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

GENERAL PROVISIONS

34. Amendments. This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

35. Construction and Interpretation. The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

36. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

37. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

39. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

40. Mediation. In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (*e.g.*, the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each

Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

41. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party to this Agreement including any agents, employees, officers, or volunteers of any Party or any entity with whom the CISC contracts.

42. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

43. Term. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

44. Termination. This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

[SIGNATURE PAGES TO FOLLOW]

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this “Agreement,” including all attachments hereto) is entered into as of June 13, 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 Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a “Party” or the “Parties”.

Capitalized terms used in this Agreement are defined throughout this Agreement.

RECITALS

- A. The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.
- B. The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.
- C. CISC and Numerica entered into an agreement dated April 13, 2015 (the “Lumen Agreement”), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.
- D. Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.
- E. SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.
- F. Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation (“CBI”).
- G. The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.

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. Services Concerning a Law Enforcement Data Warehouse.

a. Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, integration, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the “Services”) for the CISC and the Member Agencies as described in one or more statements of work (each, a “Statement of Work” or “SOW”).

b. SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

c. Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

2. Compensation and Payment Terms.

a. Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the “Project Fee”) payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

b. Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC’s obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).

c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

3. Joining this Agreement.

a. **Definition of Member Agency.** “Member Agency” means a law enforcement agency who has executed the CISC’s founding intergovernmental agreement (the “CISC’s IGA”) and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC’s founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

b. The CISC’s executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

c. **Joinder by Member Agencies.** A law enforcement agency (or its parent government) that executed the CISC’s IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a “Joinder Agreement”) and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

d. **Joinder by Non-Member Agencies.** With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC’s IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC’s IGA until that agency has executed the CISC’s IGA (unless the CISC gives its written approval otherwise).

e. **Joinder Agreement with Modified or Additional Terms.** If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

4. CISC Project Manager. The CISC shall identify a primary point of contact (a “Project Manager”) concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties’ obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency’s use of and transactions in the Services.

5. Independent Contractor Status. This Agreement shall not render Numerica or any of Numerica’s agents an employee, partner, agent of, or joint venturer with the CISC or any

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Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica's agents are not and will not become the CISC's or any Member Agency's employees.

a. TAXES.

i. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR WITHHOLDING TAXES WITH RESPECT TO NUMERICA'S COMPENSATION HEREUNDER. IF REQUIRED BY LAW, THE CISC SHALL REPORT ALL PAYMENTS MADE TO NUMERICA ON A CALENDAR YEAR BASIS USING IRS FORM 1099. NEITHER THE CISC NOR ANY MEMBER AGENCY HAS ANY OBLIGATION TO (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM NUMERICA'S PAYMENTS OR MAKE FICA PAYMENTS ON NUMERICA'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON NUMERICA'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM NUMERICA'S PAYMENTS. NEITHER THE CISC NOR ANY MEMBER AGENCY WILL PAY TAXES ON NUMERICA'S INCOME DERIVED FROM THIS AGREEMENT.

ii. THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.

b. INSURANCE. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.

c. Method of Performing Services; Results. In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

d. Workplace, Hours, and Instrumentalities. Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

e. Limitations on Authority. No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

f. Nonexclusive Services. In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

g. Requisite Skills. Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.

6. Representations and Warranties.

a. Numerica's Representations and Warranties. Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

i. Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

ii. To Numerica's knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

iii. The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

iv. Numerica has complied and will comply with all federal, state, and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates, and licenses that are required to provide the Services.

v. During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica's applicable documentation.

vi. Any software Services that Numerica installs on the Member Agency's computers, network systems, and Data Sources (collectively, the "Member Agency's Systems") will not have a material adverse effect on that Member Agency's Systems.

b. Numerica's Disclaimers.

i. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

ii. IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY'S USE OF THE SERVICES.

iii. The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "Errors") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other

appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency's data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

iv. Exclusive Remedy. In the event of a breach of Numerica's representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC's and as each Member Agency's sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

c. Representations and Warranties of the CISC and Member Agencies. Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica's use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

d. Other Terms.

i. If performance of the Services by Numerica is delayed due to factors beyond Numerica's reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

ii. Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Numerica's performance under this Agreement.

7. Security of Law Enforcement and Criminal Justice Records.

a. Standard of Care. Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

b. CJIS Security Policy. Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the "CJIS Security Policy") and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performing of any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.

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- c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.
- d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica's compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica's compliance with the CJIS Security Policy required by law.
- e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica's notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.
- f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a "custodian" of any criminal justice records as defined in C.R.S. § 24-72-302(5).
- g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; *provided, however*, that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party's obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.
8. **Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker's compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

Worker's Compensation Insurance	
Each Accident	Statutory
Each Employee for Disease	Statutory

Numerica shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide worker's compensation insurance to protect Numerica from and against any and all worker's compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars (\$2,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an “occurrence” basis as opposed to a “claims made” basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iii. Data Breach Insurance. Data Breach insurance with first party coverage of one hundred thousand dollars (\$100,000) and third party coverage of five hundred thousand dollars (\$500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Numerica’s owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

v. Professional Liability Insurance. Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate and for two years beyond the completion of all Services.

b. Other Insurance Terms.

i. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best’s Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Numerica.

ii. The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.

iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker's compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC's discretion, the CISC may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. **Insurance Certificates.** If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

9. Indemnification and Hold Harmless.

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a "Claim") proximately caused by Numerica's acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.

10. Intellectual Property Indemnification.

a. **Definition.** "Intellectual Property" means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,

patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

b. Indemnification. In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

c. Remedies for an Infringement Claim.

i. Notwithstanding and in addition to Numerica's indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica's reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica's reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica's indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

ii. If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

d. Exclusive Remedy. This Section 10 sets forth the CISC's and each Member Agency's sole and exclusive remedy for any Claim of Intellectual Property infringement.

11. LIMITATIONS OF LIABILITY.

a. 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.

b. LIMITATION OF NUMERICA'S LIABILITY. THE CUMULATIVE LIABILITY OF NUMERICA IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS

LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

c. LIMITATION OF THE CISC'S AND MEMBER AGENCIES' LIABILITY.

i. THE AGGREGATE CUMULATIVE LIABILITY OF THE CISC AND THE MEMBER AGENCIES IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE CISC'S OR THE MEMBER AGENCY'S LIABILITY.

ii. EACH MEMBER AGENCY'S LIABILITY IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS FURTHER LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE MEMBER AGENCY UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE MEMBER AGENCY'S LIABILITY.

iii. THESE LIMITATIONS OF LIABILITY DO NOT LIMIT THE CISC'S AND THE MEMBER AGENCIES' OBLIGATION TO PAY ANY PROJECT FEES TO NUMERICA WHEN DUE.

d. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CISC'S OR ANY MEMBER AGENCY'S PRIVILEGES OR IMMUNITIES PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §§ 24-10-101, *ET SEQ.*

12. Termination.

a. Termination for Breach. Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

b. Termination of Joinder. Any Party may terminate a particular Joinder Agreement and the applicable Member Agency's participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without

prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

c. **Effect of Termination.** Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

13. Confidentiality.

a. **Definition of Confidential Information.** As used in this Section 13, the word “information” refers to data or information in any form or medium.

i. **Definition.** “Confidential Information” means all information that a Party (a “Disclosing Party”) discloses to another Party (a “Receiving Party”) that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

ii. **Exceptions.** Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

iii. **Court Order.** The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party’s expense, except to the extent it is illegal to do any of the foregoing.

b. Protection of Confidential Information. Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

c. Availability of Injunctive Relief. The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

d. Return of Confidential Information. Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party's or its agent's or employee's control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

14. Member Agencies' Data. Each Member Agency grants to Numerica a limited right and license to use that Data (defined in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

15. Ownership of Numerica's Proprietary Rights. Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term "purchase", if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica's other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

16. Restrictions.

a. Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to

any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica's technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica's Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica's public application programming interfaces, if any.

b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica's Confidential Information.

17. Export Control. The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Denied Persons List, or the U.S. State Department's List of Statutorily Debarred Parties.

18. Lumen Agreement | SOW 03.

a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joinders for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

19. Notices. Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

Colorado Information Sharing Consortium (CISC) Attn: Mr. David Shipley, Executive Director 15001 East Alameda Parkway	With a copy to (CISC): Fairfield and Woods, P.C. Attn: Mr. Ryan Tharp
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Services Agreement for a Law Enforcement Data Warehouse

Aurora, CO 80012 dshipley@adcogov.org	1801 California St. Ste. 2600 Denver, CO 80202 rtharp@fwlaw.com
Numerica Corporation Attn: Mr. Jeff Poore 5042 Technology Parkway, Ste. 100 Fort Collins, CO 80528 jeff.poore@numerica.us	

20. General Terms.

a. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

b. Amendments. Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

c. 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.

d. Assignment. Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC's prior written consent; *provided, however*, that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

e. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the internal 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 or federal court located in Denver, Colorado.

f. JURY TRIAL WAIVER. EACH PARTY AND EACH MEMBER AGENCY 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.

g. Dispute Resolution. If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC's Project Manager 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 CISC's Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC's Project Manager may be the CISC's authorized representative. NO PARTY MAY INITIATE ANY COURT OR

Services Agreement for a Law Enforcement Data Warehouse

ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

h. Authority; Non-Contravention. Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

i. 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.

j. Audit. Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

k. 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.

l. 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.

m. LIENS AND ENCUMBRANCES. NUMERICA SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY OF THE CISC'S OR ANY MEMBER AGENCY'S ASSETS, NOR ANY CLAIM OR LIEN WITH RESPECT THERETO, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

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 C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.

p. Public Trust. Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

q. Equal Employment Opportunity. While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

r. Illegal Aliens. Numerica certifies, represents, and warrants that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

s. Open Records. The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, *et seq.*

t. Pecuniary Gain. In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

u. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

v. 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.

w. 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.

[signature page follows]

Services Agreement for a Law Enforcement Data Warehouse

[signature page]

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.

**COLORADO INFORMATION SHARING
CONSORTIUM**

NUMERICA CORPORATION

By: Vince Line
Vince Line (Jul 25, 2016)

By:

Name: Vince Line
Title: Board Chair

Date: Jul 25, 2016

By: Jeff Poore

By:

Name: Jeff Poore
Title: President

Date: Jul 23, 2016

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

[end]

EXHIBIT B

STATEMENT OF WORK 02: PROVISION OF A DATA WAREHOUSE SERVICE

1. **Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall:
(a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

2. **Provision of Data Warehouse as a Service.**

a. Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

b. Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

3. **Application Programming Interface.**

a. **API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

b. **License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

c. **API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

d. **Limitation on API Usage.** If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

4. Data Refresh.

a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

5. Update Data Access Rules. Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

6. Third Parties Access to Data and the API.

a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however*, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

c. Notice to Numerica. Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

d. Revocation of Third Party Authorization. Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

e. Support. Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

7. Installation and Acceptance. The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

8. Maintenance of Data Warehouse Service. During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

9. Software Error Reporting and Resolution.

a. Reporting Errors to Numerica. If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b. Error Severity Levels. Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

c. Error Resolution. Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. List of Errors. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. Remedy for Excessive Errors.

a. First Six Months. In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

b. Second Six Months. In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

11. Lumen Entitlement. A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

12. Term. This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the “Term”). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

13. Effect of Termination.

a. Recovery of Data. Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica’s then standard hourly rate, for Numerica’s services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the

*Exhibit B | SOW 02 | Provision of a Data Warehouse Service
Services Agreement for a Law Enforcement Data Warehouse*

Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

b. Cross Termination. If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

14. Project Fee.

a. The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

b. The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

15. Payment Terms.

a. Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]

ATTACHMENT B-1

ERROR SEVERITY LEVEL

Severity Level	Name	Description
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

ATTACHMENT B-2

ERROR RESOLUTION

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

EXHIBIT C

STATEMENT OF WORK 03 LUMEN CLIENT SOFTWARE SERVICE

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

a. “Lumen Client Software Service” means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible through the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

b. “Law Enforcement Data” includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

c. “Lumen Subscription Guide” means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

d. “Subscription License” means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

e. “Subscription Notice” is defined in Section 4.a.

f. “Subscription Period” means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

2. Provision of Lumen Client Software Services.

a. Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

b. Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

3. Entitlement to Lumen Client Software Service with Data Warehouse Service. Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

4. Election to Receive Additional Lumen Client Software Service. In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

5. Installation and Acceptance.

a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the “Lumen Checklist”). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen 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 Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen 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 Lumen Client Software Service 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 the Lumen Client Software Service.

6. Reciprocal Data Sharing with Non-Member Agencies.

a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency’s Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency’s access to the Member Agencies’ Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

7. Treatment of Law Enforcement Data from Non-Member Agencies. Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

8. Maintenance of Lumen Client Software Service. Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

9. Software Error Reporting and Resolution.

a. Reporting Errors to Numerica. If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b. Error Severity Levels. Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

c. Error Resolution. Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. List of Error. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. Effective Date; Termination. This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

11. Use of Data and Law Enforcement Data by Numerica. Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

12. Project Fee.

a. The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

b. If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

c. There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

13. Payment Terms.

a. Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

c. Timing of Invoices.

i. Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

ii. For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]

ATTACHMENT C-1
LUMEN SUBSCRIPTION GUIDE

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

*Exhibit C | SOW 03 | Lumen Client Software Service
Services Agreement for a Law Enforcement Data Warehouse*

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
Annual Recurring Subscription Costs				
Analyst License	\$1200 qty 1-2	\$1170 qty 1-2	\$1140 qty 1-2	\$1110 qty 1-2
	\$1000 qty 3-5	\$975 qty 3-5	\$950 qty 3-5	\$925 qty 3-5
	\$900 qty 6+	\$878 qty 6+	\$855 qty 6+	\$832 qty 6+
Investigative License	\$600 qty 1-6	\$585 qty 1-6	\$570 qty 1-6	\$555 qty 1-6
	\$480 qty 7-20	\$468 qty 7-20	\$456 qty 7-20	\$444 qty 7-20
	\$360 qty 21+	\$351 qty 21+	\$342 qty 21+	\$333 qty 21+
Dashboard License	\$60 qty 10-20	\$59 qty 10-20	\$57 qty 10-20	\$56 qty 10-20
	\$48 qty 21-50	\$46 qty 21-50	\$44 qty 21-50	\$42 qty 21-50
	\$36 qty 51+	\$35 qty 51+	\$33 qty 51+	\$32 qty 51+
Enterprise License	\$180 per sworn officer	\$115 per sworn officer	\$110 per sworn officer	\$105 per sworn officer
Training				
On-site training (4 hours)	\$1500	\$1400	\$1350	\$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

[end]

ATTACHMENT C-2
SUBSCRIPTION NOTICE

Date:

Name of Member Agency:

Member Agency Contact Information:

Name of Contact:.....

Phone:

Email:.....

Mailing Address:

.....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.....

If requesting the Enterprise Subscription License,
indicate the number of FTE certified peace officers employed:

If not requesting an Enterprise Subscription License, indicate the number and type of
Subscription Licenses requested:

Analyst Subscription Licenses:

Investigative Subscription Licenses:

Dashboard Subscription Licenses:

Indicate the Subscription Period requested (one, two, or three years):.....

Total Annual Recurring Subscription Costs:.....

Additional Paid Training Requested (if any):.....

Cost of Additional Paid Training (if any):

Signature:..... Name:

[end]

ATTACHMENT C-3

ERROR SEVERITY LEVELS

Severity Level	Name	Description
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

ATTACHMENT C-4

ERROR RESOLUTION

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

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 _____, 20__ (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 _____, 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:

Phone Number:

Email:

Mailing Address:.....

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:
Name: David Shipley
Title: Executive Director

By:
Name: Jeff Poore
Title: President

Date:

Date:

[JOINING PARTY]

By:
Name:
Title:

Date:

*Exhibit D | Joinder Agreement
Services Agreement for a Law Enforcement Data Warehouse*

ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

[illegible]

Transaction ID: CBJCHBCAABAAZoHHPfjZGz_hl87HcO9g4jTkHf_FkDV

Signature Date: 07/25/2016 - 11:49:37 MDT - Time Source: server - IP address: 65.113.226.130

Adobe Sign

☺ Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoe.gov), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)
07/25/2016 - 11:49:37 MDT



Adobe Sign

**2020 EXTENSION AND AMENDMENT OF THE
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

This 2020 Extension and Amendment of the Services Agreement for a Law Enforcement Data Warehouse (this “Extension Agreement”) is effective as of January 1, 2020, by and between the Colorado Information Sharing Consortium, a Colorado local government entity (the “CISC”) and Numerica Corporation, a Colorado corporation (“Numerica”).

The CISC and Numerica, along with any Member Agencies who executed a joinder to the Services Agreement (defined below) and becomes subject to this Extension Agreement pursuant to the terms hereof, are the “Parties” or a “Party” hereto. Capitalized terms used herein and not otherwise defined are defined in the Services Agreement.

RECITALS

A. The CISC and Numerica entered into a Services Agreement for a Law Enforcement Data Warehouse dated as of June 13, 2016, which was amended by the First Confirmation and Amendment Agreement regarding the Services Agreement for a Law Enforcement Data Warehouse (the “First Amendment”) dated September 14, 2017 (as amended, the “Services Agreement”). The Services Agreement is attached hereto as Exhibit A.

B. The Services Agreement incorporate three Statements of Work, or SOWs. SOW 01 addressed Numerica’s initial integration of the Member Agencies’ Data into the Data Warehouse.¹ SOW 02 addressed the provision of the Data Warehouse as a service to the Member Agencies, with the intent that third party providers of data analytical services could access the Data in the Data Warehouse to provide such services to the Member Agencies. SOW 03 addressed the provision of the Lumen Client Software Services, which is Numerica’s data analytical service, to the Member Agencies using the Data in the Data Warehouse.

C. The Project Fees under SOW 02 and SOW were fixed until January 1, 2020. *See* Section 14.a. of SOW 02 and Section 12.a. of SOW 03.

D. The Parties desire to amend the Project Fees for Services under SOW 1, SOW 2, and SOW 03 and to amend certain other provisions of the Services Agreement. The Parties further desire that the Project Fees will be fixed and not subject to change until January 1, 2024.

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. SOW 01 Updated Pricing. Section 4.b. of SOW 01 is hereby amended and restated as follows:

¹ The Parties often refer to the Data Warehouse as the “Regional Data Warehouse” or “RDW.”

*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

The cost to integrate Records for 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)	\$8,000.00
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	\$950.00
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

2. SOW 2 Updated Pricing.

- a.** Section 14.a. of SOW 2 is hereby amended and restated as follows:

The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$22.00 (the “Per FTE Fee”) by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2024. Beginning on January 1, 2024, the Project Fee may be modified in a manner agreed to by the Parties.

- b.** Section 14.c. of SOW 2 (which was added by First Amendment) is hereby amended and restated as follows:

If a Member Agency joins this Agreement on or after the start of the first Term for SOW 02, as defined in Section 12 of SOW 02, the Project Fee for that Term shall be increased by an amount equal to Per FTE Fee multiplied by the number of certified FTE officers reported on the joinder, pro-rated to the portion of the Term remaining, and Numerica shall invoice CISC for the increased Project Fee upon receipt of the joinder. If the Member Agency joined on or before June 30 of the Term, Numerica shall invoice for a pro-rated portion to cover the fees from the joining date through June 30 of the Term. If the Member Agency joined on or after July 1 of the Term, Numerica shall invoice for a pro-rated portion to cover the fees from the joining date through December 31 of the Term.

3. SOW 3 Updated Pricing and Lumen Vault.

- a.** Attachment C-1 to SOW 03 (the Lumen Subscription Guide) is hereby amended and restated as set for on Exhibit B. Exhibit B also amends the price for Concurrent Enterprise Licenses as set forth in Section 9.b. of the First Amendment.

*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

b. The last sentence of Section 12.a. of SOW 03 is hereby amended and restated as follows:

The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2024, and thereafter only by the written agreement of the Parties.

c. Clause (ii) of Section 12.b. of SOW 03 is hereby amended and restated as follows:

(ii) the Project Fee shall be decreased by an amount equal to the Per FTE Fee identified in Section 14.a. of SOW 02 multiplied by the number of FTE certified peace officers employed by the Member Agency.

d. Section 14 of SOW 03 is hereby added as follows:

14. Lumen Vault. A Member Agency may elect to purchase Lumen Vault, a cloud-based database for storing and managing digital crime scene photos, body-worn camera footage, surveillance videos, and other digital media files. Pricing is as set forth on the Lumen Subscription Guide.

e. Section 3.a. of SOW 03 is hereby amended as follows:

If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Lumen Desktop License.

f. Section 3.b. of SOW 03 is hereby amended as follows:

If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than the Per FTE Fee multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be a Lumen Desktop License.

4. Member Agencies' Renewal and Termination Rights. A Member Agency may elect that the Term under SOW 02 will not automatically renew by giving written notice to Numerica (and a copy to the CISC) on or before December 1 of the then-current Term, provided that (a) the Member Agency does not have any active Subscription Licenses to the Lumen Client Software Service under Section 4 of SOW 03 or (b) the term of any such Subscription Licenses held by the Member Agency terminate at the end of the then-current Term under SOW 02. A Member Agency may not elect that the then-current Term under SOW 02 will not automatically renew if the Member Agency's active Subscription Licenses extend past the then-current Term under SOW 02. These rights to termination are in addition to any other termination rights a Member Agency may have under the Agreement.

5. Miscellaneous Amendments and Clarifications.

a. Numerica may only use the Data under Section 11 of SOW 03 on an aggregated, anonymized basis.

*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

b. Under Section 5.a.ii. of the Services Agreement, neither the CISC nor any Member Agency is obligated to pay taxes imposed directly on Numerica, such as taxes on Numerica's income.

c. The last sentence of Section 11.b. of the Services Agreement is hereby amended and restated as follows:

THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S
INDEMNIFICATION OBLIGATIONS HEREUNDER.

d. The Parties confirm that the Lumen Agreement, as defined in Recital C of the Services Agreement, has terminated.

6. Limited Effect. Except as expressly provided in this Extension Agreement, all of the terms and provisions of the Services Agreement will remain in full force and effect and are hereby ratified and confirmed by the Parties. By continuing to receive Services under the Services Agreement after the effective date hereof, a Member Agency agrees to this Extension.

7. General Terms.

a. Severability. If any term or condition of this Extension 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 Extension Agreement with no effect upon the remaining terms and conditions of this Extension Agreement.

b. Entire Agreement. This Extension Agreement (which incorporates the Services Agreement) is the complete and exclusive statement of all agreements between the Parties related to the subject matter hereof (and thereof). All modifications, amendments, adjustments, proposals, understandings, and side-agreement between the Parties related to the Services Agreement, the Data Warehouse, or the subject matter hereof made before the effective date hereof are superseded by this Extension Agreement and of no further effect.

[signature page follows]


*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

[signature page]

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

**COLORADO INFORMATION SHARING
CONSORTIUM**

NUMERICA CORPORATION

By:  DocuSigned by:
.....67DFF040BF22455.....

Name: Vince Line
Title: Board Chair

Date: 3/28/2019 | 9:06 PM MDT
.....

By:  DocuSigned by:
.....B6E630FBG83A46E.....

Name: Jeff Poore
Title: President

Date: 3/26/2019 | 2:03 PM PDT
.....

*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**EXHIBIT A
SERVICES AGREEMENT**

*2020 Extension and Amendment of the
Services Agreement for a Law Enforcement Data Warehouse (as amended)*

**EXHIBIT B
LUMEN SUBSCRIPTION GUIDE**

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
Annual Recurring Subscription Costs				
Lumen Desktop License (includes Lumen Mobile)	\$1400	\$1320	\$1285	\$1255
Lumen Mobile License (Mobile-only)	\$190	\$185	\$180	\$175
Lumen Concurrent Enterprise License (Lumen Desktop License functionality) (only available to Member Agencies with a minimum of 500 FTE certified peace officers)	\$165 <i>per FTE certified peace officer</i>	\$157 <i>per FTE certified peace officer</i>	\$153 <i>per FTE certified peace officer</i>	\$149 <i>per FTE certified peace officer</i>
Enterprise License (Lumen Desktop License functionality)	\$130 <i>per FTE certified peace officer</i>	\$125 <i>per FTE certified peace officer</i>	\$120 <i>per FTE certified peace officer</i>	\$115 <i>per FTE certified peace officer</i>
Lumen Vault	\$0.25 <i>per GB used per month. Min 1TB</i>	\$0.19 <i>per GB used per month. Min 1TB.</i>	n/a	n/a
Training				
On-site training (4 hours)	\$2000	\$2000	\$1900	\$1800
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

**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 November, 2020 (the “**Joinder Effective Date**”), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the “**CISC**”), LexisNexis Risk Solutions FL Inc., a Minnesota corporation (“**LexisNexis**”), and Black Hawk Police Department, 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 Corporation, a Colorado corporation (“**Numerica**”), entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (as amended, the “**Services Agreement**”). The Services Agreement is attached hereto as Attachment 1 and is incorporated by reference.
- B.** On or about May 7, 2019, LexisNexis acquired substantially all of Numerica’s assets relating to the Lumen product line, including the Services Agreement. The CISC consented to the assignment of the Services Agreement, from Numerica to LexisNexis.
- C.** 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, all subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- D.** The Joining Party has either executed or is committed to executing the CISC’s Intergovernmental Agreement (“**IGA**”) or has otherwise received the permission of the CISC to join the Services Agreement.
- E.** 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 LexisNexis. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither LexisNexis nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- F.** 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. 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: 20

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. See SOW 03 for details.

Analyst Subscription Licenses: 1

Investigative Subscription Licenses: 17

Dashboard Subscription Licenses: 3

d. Indicate here if requesting an Enterprise Subscription License (with Analyst functionality): YES

If requesting the Enterprise Subscription License, indicate the number of FTE certified officers employed: 24

3. Notice Information.

Contact Person: Commander Tory Jantz

Phone Number: 303-582-5878

Email: tjantz@cityofblackhawk.org

Mailing Address: PO BOX 68 Black Hawk CO 80422

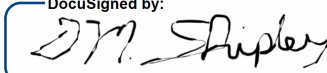
4. Additional Terms. *If agreed to by LexisNexis and the CISC, additional terms may be entered here.*

[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 Joinder Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING
CONSORTIUM**

By: 
DocuSigned by:
00553DC55919490...

Name: David Shipley
Title: Executive Director

Date: 12/11/2020

LEXISNEXIS RISK SOLUTIONS FL INC.

By: 
DocuSigned by:
104914FF14AB454...

Name: Haywood Talcove
Title: CEO

Date: 12/11/2020

JOINING PARTY

By: 

Name: Michelle Moriarty
Title: Police Chief

Date: 12/10/2020