

RESOLUTION 2018-062
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH LARIMER COUNTY AND THE CITY OF LOVELAND
FOR THE PURPOSE OF SHARING IN THE PURCHASE OF A PUBLIC
SAFETY SOFTWARE SOLUTION FOR THE COMBINED REGIONAL INFORMATION
SYSTEMS PROJECT

WHEREAS, since 2003, Fort Collins Police Services (“FCPS”) and the Larimer County Sheriff’s Office (“Sheriff’s Office”) have cooperated in utilizing a public safety software system for computer aided dispatch, a records management system, and mobile applications known as the Combined Regional Information Systems Project (“CRISP”), which has been relied upon by other public safety agencies in Larimer County; and

WHEREAS, the current software system needs replacement, and the City of Loveland has joined FCPS and the Sheriff’s Office as a CRISP partner in procuring a new software solution (collectively, the “Partners”); and

WHEREAS, the Partners desire to enter into an intergovernmental agreement for the purchase of a software solution from Trittech Software Systems (“Trittech”); and

WHEREAS, staff for the Partners have negotiated such an agreement (the “IGA”) whereby the City of Fort Collins will act as the purchasing agent and the Partners will share in the costs of the system equally, subject to limited exceptions for agency-specific components; and

WHEREAS, the IGA also sets forth each Partner’s rights and obligations with respect to the purchase, maintenance, operation and use of the software system; and

WHEREAS, the IGA provides that each Partner may enter into separate agreements with other public safety agencies in Larimer County in the form provided to allow said agencies access to the software system and to govern their use, which agreements may be executed on behalf of the City by the City Manager at a later time; and

WHEREAS, City Code, Section 1-22 requires, with certain exceptions, intergovernmental agreements to be submitted to the City Council for review and approval by ordinance or resolution; and

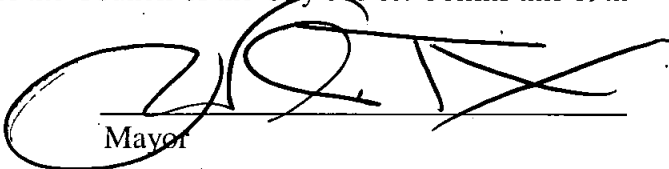
WHEREAS, the City Council has determined that the joint purchase of a public safety software solution with the Partners is in the best interests of the City and that the Mayor should be authorized to execute an intergovernmental agreement in support thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

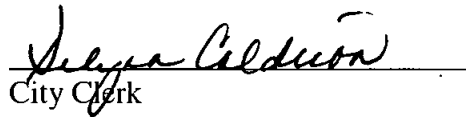
Section 2. That the Mayor is hereby authorized to execute an intergovernmental agreement between the City of Fort Collins, Larimer County, and the City of Loveland for the purpose of setting forth their respective rights and obligations regarding the purchase, maintenance, operation and use of a public safety software solution, in substantially the form attached hereto as Exhibit "A", with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purpose of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of June, A.D. 2018.



Mayor

ATTEST:



City Clerk



CRISP MASTER INTERGOVERNMENTAL AGREEMENT

THIS CRISP MASTER INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018 ("Effective Date"), by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as "Fort Collins"), and the CITY OF LOVELAND, COLORADO, a municipal corporation (hereinafter referred to as "Loveland") and LARIMER COUNTY, COLORADO, a political subdivision of the State of Colorado (hereinafter referred to as the "County"). Collectively these three will hereinafter be referred to as the "Partners" and the singular "Partner" will hereafter refer to any of the three or each of the three.

WITNESSETH:

WHEREAS, the Combined Regional Information Systems Project ("CRISP") is a joint effort of many public safety agencies either wholly or partly contained within the geographical area of Larimer County, Colorado;

WHEREAS, CRISP is comprised of the three Partner agencies of the City of Fort Collins on behalf of Fort Collins Police Services, the City of Loveland on behalf of Loveland Police Department, Larimer County on behalf of the Larimer County Sheriff's Office, and each Partner's respective Member Agencies as designated in Section 6.2 herein;

WHEREAS, the Partners desire to share in the use and cost of purchasing and operating a computer aided dispatch system ("CAD"), a records management system ("RMS"), a jail management system ("JMS"), and such other ancillary systems as the Partners may choose to enhance functionality;

WHEREAS, the Partners desire to enter into this Agreement in order to state their respective rights and obligations concerning the purchase, maintenance, operation and use of the System as defined in Section 2.1 herein;

WHEREAS, C.R.S. Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized thereto with the approval of its legislative body or other authority having the power to so approve;

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), the Partners are authorized to cooperate with one another to provide any function or service lawfully authorized to each of them and are therefore authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement;

WHEREAS, subject to approval by Fort Collins City Council, Fort Collins is further authorized to enter into agreements to provide government services or enter into cooperative or joint activities with other governmental bodies as provided in Article II, Section 16 of the Home Rule Charter of the City of Fort Collins, Colorado, and Section 1-22 of the Code of the City of Fort Collins; and

WHEREAS, Loveland is further authorized to enter into intergovernmental agreements to provide any function, service, or facility as provided in the Loveland Municipal Code Section 2.08.030 and upon approval by the Loveland City Council.

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

1. Term.

This Agreement shall be effective as of the Effective Date, and shall continue in effect indefinitely, unless sooner terminated as provided in Section 13 below.

2. System.

2.1. The system to be purchased and operated pursuant to this Agreement shall consist of the equipment, software, maintenance, upgrade fees, licenses, and services purchased pursuant to a purchase contract to be executed between TriTech Software Systems, Inc. ("TriTech") and Fort Collins, on behalf of the Partners, for the acquisition, operation, and maintenance of the System that will meet the stated goals of this Agreement, and shall include additional equipment or upgrades purchased to supplement the system (the "System"). Said purchase contract with TriTech will only be executed after the form and conditions of the contract have been approved in writing by all Partners, which agreement shall not be unreasonably withheld. Any changes or amendments to the purchase contract must be approved by the Partners, and such approval shall not be unreasonably withheld.

2.2. The System shall also consist of shared ancillary costs incurred by the Partners for the benefit of the System as a whole, including but not limited to, CRISP project management services, shared interfaces, and network connectivity to include fiber connectivity to the splice point at the Loveland Police Department (collectively, "Shared Ancillary Costs"). The System shall not include ancillary costs specific to the Partners and/or Member Agencies, including but not limited to, third-party application costs (evidence systems, citation applications, accident systems, court applications, etc.), agency-specific ongoing costs (third-party applications, maintenance, agency-specific vendors or consultants, agency-specific backup solutions, etc.), and agency-specific subscription fees. Such ancillary costs specific to Partners or Member Agencies shall be the sole responsibility of the specific agency incurring the costs.

3. Purchase of System, Cost Allocation, Appropriations, and Ownership.

3.1. The Partners shall cooperate in the purchase of the System, and agree that Fort Collins shall act as the purchasing agent for the System in accordance with Fort Collins' purchasing ordinances, procedures and guidelines. Fort Collins, Loveland and the County shall each be responsible for an amount equal to one-third (1/3) of the total cost of the System. The total cost of the System shall be: (1) the amount set forth in the executed purchase contract with TriTech, which contract may be amended from time to time by mutual written agreement of the Partners; and (2) Shared Ancillary Costs that shall arise during the implementation and operation of the System.

3.2. As of the date of this Agreement, the estimated total shared cost of the System is detailed in Exhibit A, attached hereto and incorporated herein by this reference. The cost of the System set forth in Exhibit A is subject to change by mutual agreement of the Partners. In the event of a change in any of the shared costs of the System, such positive or negative change shall be allocated one-third (1/3) to each Partner.

3.3. Each Partner shall appropriate sufficient funds to meet the entirety of their respective one-third (1/3) cost-sharing obligations under this Agreement. Prior to the execution of a purchase contract with TriTech, Loveland and the County shall confirm to Fort Collins that each has appropriated sufficient funds to meet the entirety of their respective cost-sharing obligations under this Agreement.

3.4. For the initial System purchase and System implementation and upon invoice from Fort Collins, Loveland and the County shall each pay within thirty (30) days its one-third (1/3) share of the estimated annual cost of the System ("Estimated Annual Cost") into a designated account to be managed by Fort Collins for funding the annual cost of the System. The initial invoice for the Estimated Annual Cost will be issued by Fort Collins contemporaneously with execution of the TriTech Contract. Subsequent invoice(s) for Estimated Annual Cost will be issued by Fort Collins on or about March 1st of each year. Annual costs include, but are not limited to, Shared Ancillary Costs, licenses, equipment, and operations and maintenance costs. Upon completion of the System implementation Fort Collins shall invoice Loveland and the County for annual maintenance and Shared Ancillary Costs within ten (10) days of receipt of any such third-party invoice. Loveland and the County shall promptly pay such invoices within ten (10) days of receipt. Fort Collins shall provide finance and accounting administrative services for each budget year. At the close of each calendar year but no later than January 31st of each year, Fort Collins shall promptly undertake a review and reconciliation of the amounts paid into, and the amounts expended from, the designated account. Copies of all invoices for the amounts paid shall be provided to the County and Loveland. Any amounts overpaid by the Partners shall, at each Partner's discretion, be proportionally refunded to the Partners within thirty (30) days or credited against Partners' future financial obligations. Any amounts underpaid shall be invoiced to each Partner and each Partner shall pay their respective share into the designated account within thirty (30) days.

3.5. Each Partner shall be responsible for one-third (1/3) of any Shared Ancillary Costs arising from the management, operation, maintenance, and upgrade of the System that are not included in the Estimated Annual Cost. Unanticipated expenses shall be paid from the designated account, and shall be subject to the invoice and reconciliation process set forth in Section 3.4.

3.6. Fort Collins may collect, hold, and disburse funds belonging to Loveland and the County only as an agent of Loveland and the County, and subject to the general duties and responsibilities of an agency relationship. Fort Collins shall obtain the designated project manager's approval of all third-party invoices prior to initiating any payments for the System and Shared Ancillary Costs. Such approval shall not be unreasonably withheld and shall be completed within ten (10) days. Upon request, Fort Collins shall, with respect to such funds of Loveland and the County, provide the Partners a detailed accounting of all such funds collected, held, invested and disbursed by Fort Collins.

3.7. Any grants, stipends or other outside funding or reimbursements that the Partners or a Partner obtains for the benefit of the System shall be applied or credited to each Partner in an equal percentage against the cost of the System, subject to mutual written agreement of the Partners. Each Partner retains sole discretion to use funds paid by their respective Member Agencies.

3.8. The Partners shall agree in writing as to those components of the System the Partners shall jointly own ("Jointly-Owned Components"). Those components not identified as Jointly-Owned Components shall be owned individually by each respective Partner ("Individually-Owned Components"). During the life of the System, the Partners agree to work in good faith and cooperatively to allocate new components as either Jointly-Owned or Individually-Owned as said components are added, and to reallocate any components as the Partners may mutually agree in writing. A list of all System components shall be created and maintained to be shared with all Partners.

4. Maintenance.

The Partners shall have full access to the entire System to perform maintenance and support activities. Each Partner will provide technicians properly trained in the operation and maintenance of the entire System, who shall share responsibility for System administration, including but not limited to operation and maintenance. Technicians shall act in accordance with operational guidelines to be developed by the Partners. The CRISP Steering Committee, referenced below in Section 5.2, shall determine any disputes among the Partners' technicians.

5. Joint Use and Operation.

5.1. Except as otherwise specifically provided in this Agreement, each Partner shall be responsible for its own cost of all utilities, personnel and other necessary supplies and support to properly operate the System.

5.2. The Partners shall jointly designate a CRISP Steering Committee ("CSC") to be comprised of representatives of Partner and Member Agencies. The CSC shall adopt bylaws, operational policy, and oversee all operational issues of the System. If additional funding beyond what the Partners have appropriated pursuant to this Agreement is necessary to carry out the purposes of this Agreement, each Partner may seek funding from its respective governing body.

6. Interconnection and Member Agency Use.

6.1. No Partner shall allow interconnection between the System and any other network or system without the mutual written agreement of Partners. Outside of the personnel under the direct control of each Partner, no Partner shall allow access to, and/or use of, the System without the mutual written agreement of the Partners.

6.2. Those agencies other than Partners approved for access to, and/or use of, the System shall be hereinafter referred to as a "Member Agency". Each Member Agency shall contract with a Partner to gain access to the System by executing a separate intergovernmental agreement between each Member Agency and their respective Partner. The IGA must, at minimum, contain the terms and conditions of the "CRISP Member Intergovernmental Agreement" template, attached hereto as Exhibit B ("Member IGA"). The Member IGA template has been created by, and can only be changed by, the mutual written agreement of the Partners. The foregoing notwithstanding, each Partner shall have the right to negotiate additional terms and conditions not in conflict with this Agreement or the Member IGA template. Member Agencies may connect to the System through either (a) their respective Partner's connection to the System; or (b) a new connection may be allowed upon mutual written agreement of all Partners. The financial obligations, if any, of each

Member Agency shall be set forth in the Member Agency's respective Member IGA and shall be subject to the sole discretion of the contracting Partner. Member Agencies' use of the System shall be subject to the provisions of any third-party software licensing.

6.3. The Partners agree that the following agencies are preapproved Member Agencies and that, subject to the execution of Member IGAs and subject to the provisions of any third-party software licensing, such agencies are authorized to interconnect, access and/or use the System:

- Colorado State University Police Department - Member Agency of the County
- Estes Park Police Department - Member Agency of the County
- Timnath Police Department - Member Agency of the County
- Rocky Mountain National Park - Member Agency of the County
- Poudre Fire Authority - Member Agency of Fort Collins
- Poudre Valley Hospital Ambulance Services - Member Agency of Fort Collins
- Wellington Fire Department - Member Agency of Fort Collins
- Loveland Fire Rescue Authority - Member Agency of Loveland
- Berthoud Fire Department - Member Agency of Loveland
- Thompson Valley Emergency Medical Services - Member Agency of Loveland

6.4. Nothing in this Agreement shall imply or convey upon any Member Agency the right to continued access to the System. Each Partner retains the right to revoke, at any time, its respective Member Agency's connectivity and access to the System.

7. Confidential Information.

All data, records, System operational information and other information belonging individually to any Partner or Member Agency or belonging collectively to all the Partners and Member Agencies using the System shall be confidential. Partners' and Member Agencies' access to data and records as a result of connection and use of the System shall not change the confidential nature of the information. Each Partner and Member Agency (each an "agency" and collectively "agencies" for purposes of this Section 7) shall restrict its employees' use of all data, records and other information belonging to or created by other agencies to authorized uses only. Such use does not change the ownership of the record, which shall remain with the creating or authoring agency. Each agency shall not copy, alter, download, print, or disclose data, records, or information for any use not authorized in the regular course of law enforcement business. If an open records request is made for a record, only the agency who created or authored the record may determine whether the record should be disclosed or made available. The agency receiving the request, if the record does not belong to that agency, shall in conformance with applicable law either (a) deny the record request and refer the requestor to the authoring agency or (b) shall confer with the authoring agency and obtain written consent to release the record. The obligation to make a determination regarding release of any record or data or other information in the System shall remain with the agency creating the record. Any requests for System operational information or de-identified data fields belonging to all Partners and Member Agencies shall be reviewed jointly by the Partners and any other Member Agencies whose information is being requested, and the Partners and Member Agencies, if applicable, will coordinate to provide a joint response to the request and/or production of the records for inspection as authorized or required by law.

8. System Degradation.

None of the Partners or their Member Agencies shall engage in any activity that might result in the degradation of the System.

9. Notice.

Whenever a notice is either required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, postage prepaid, to the other Partners at the addresses indicated below, or at such other addresses as may be designated in writing by a Partner:

If to Fort Collins: City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

With Copy to: Chief of Police
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

If to Loveland: City Manager
City of Loveland
500 East 3rd Street
Loveland, Colorado 80537

With Copy to: Chief of Police
City of Loveland
810 East 10th Street, Suite 100
Loveland, Colorado 80537

If to the County: County Manager
Larimer County
P.O. Box 1190
Fort Collins, Colorado 80522

With Copy to: Sheriff
Larimer County
2501 Midpoint Dr.
Fort Collins, Colorado 80525

10. Relationship of the Partners.

The Partners enter into this Agreement as separate and independent entities and each shall maintain such status throughout the term of this Agreement.

11. Liability.

11.1. Each Partner shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of such Partner or its respective officers, employees and agents in connection with such Partner's performance of this Agreement.

11.2. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be construed as a waiver of the notice requirements, defenses, immunities and limitations of liability the Partners and their respective officers, directors, councilors, employees, volunteers, and agents may have under the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101, et. seq or to any other defenses, immunities, or limitations of liability available to the Partners by law. Each Partner shall be liable for any worker's compensation claims filed by its respective personnel arising from injuries sustained as a result of performance under this Agreement.

12. Default/Remedies.

12.1. Except as otherwise provided herein, in the event any Partner should fail or refuse to perform according to the terms of this Agreement, such Partner may be declared in default thereof by any non-defaulting Partner.

12.2. In the event a Partner has been declared in default hereof, such defaulting Partner shall be allowed a period of thirty (30) days from receipt of written notice of said default from the non-defaulting Partner, within which to cure said default. In the event the default remains uncorrected at the end of the cure period, the non-defaulting Partners may elect to: (a) terminate this Agreement as to the defaulting Partner and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. In the event of termination as to a Partner, Section 13.1 herein shall control the disposition of the Partner's assets and data as though the Partner withdrew from the Agreement.

13. Withdrawal and Termination.

13.1. Any Partner may withdraw from this Agreement at any time, without cause, upon one (1) year prior written notice to the other Partners. Upon notice, the withdrawing Partner shall be responsible for obtaining a replacement system to meet that Partner's needs. Any data contained within the System belonging to the withdrawing Partner shall be made available to the withdrawing Partner for copying, downloading, or similar manipulation appropriate to preserve such information and to transition to a new system, and if so desired by the withdrawing Partner said data shall be removed from the System. The withdrawing Partner shall retain ownership of its Individually-Owned Components. The withdrawing Partner shall release any ownership claim to Jointly-Owned Components. The withdrawing Partner shall assume all costs for meeting these terms of termination.

13.2. This Agreement may be terminated at any time by the mutual written agreement of the governing bodies of the Partners. Upon termination, each Partner shall retain ownership of its Individually-Owned Components. The remaining Jointly-Owned Components of the System shall be distributed or disposed of pro rata to the Partners by mutual written agreement. If the Partners are unable to agree to the distribution of the remaining portions of the System, then such portions

shall be sold by Fort Collins and the proceeds distributed equally to each Partner. The Partners shall cooperate to make data available to the respective Partners and Member Agencies for copying, downloading, or similar manipulation to preserve such information and to transition to a new system.

14. Non-waiver.

No waiver by any of the Partners of any of the terms and conditions of this Agreement shall be deemed to be or construed as a waiver of any other term or condition of this Agreement, nor shall a waiver of any breach of this Agreement be deemed to be or construed to be a waiver of any subsequent breach thereof.

15. Non-appropriation.

15.1. The Partners are all governmental entities; therefore, all direct and indirect financial obligations of a Partner under this Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution, their respective charters and ordinances, and applicable law. This Agreement and the obligations of the Partners hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Partners' respective governing bodies budgeting and appropriating the funds necessary to fulfill the Partners' respective obligations hereunder.

15.2. If any Partner does not appropriate funds sufficient to meet its obligations under this Agreement, such non-appropriation will constitute a termination by such Partner, effective on January 1 of the Partner's fiscal year for which the funds are not appropriated regardless of any notice period required in this Agreement. The non-appropriating Partner shall give written notice of such non-appropriation of funds to the other Partners not later than thirty (30) days after it is certain that its governing body will fail to appropriate the funds necessary for the Partner to meet its financial obligations for the ensuing fiscal year.

16. Assignment.

No Partner may assign any rights or delegate any duties under this Agreement without the written consent of the other Partners.

17. Entire Agreement.

This Agreement, along with all exhibits and other documents incorporated herein, shall constitute the entire agreement of the Partners and supersedes any prior agreement between the Partners. This Agreement shall inure to the benefit of the Partners' respective successors and assigns. Covenants or representations not contained in this Agreement shall not be binding on the Partners. No amendment to this Agreement shall be enforceable unless in writing and signed by all three Partners. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

18. Governing Law and Venue.

This Agreement shall be governed in all respects by the laws of the State of Colorado and venue for any action arising hereunder shall be in Larimer County, Colorado.

19. No Third-Party Beneficiaries.

This Agreement is made for the sole and exclusive benefit of the Partners and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

20. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Authority.

The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.

22. Counterpart Signatures.

The Partners agree that counterpart signatures of this Agreement and signatures by facsimile or electronic PDF shall be acceptable and that execution of the Agreement in such form by each and every Partner shall be deemed to constitute full and final execution of the Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Partners have executed this Agreement on the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO,
a Colorado Municipal Corporation.

By: _____
Wade O. Troxell, Mayor

Date: _____

ATTEST:

City Clerk

(Printed Name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed Name)

THE CITY OF LOVELAND

For the City:
A Municipal Corporation

Mayor Jacki Marsh

Signature: _____

Date: _____

ATTEST:

Acting City Clerk

Approved as to legal form:

Assistant City Attorney

LARIMER COUNTY COLORADO

For the County:
A political subdivision of the State of Colorado

Board of County Commissioners of Larimer County, Colorado

Name: _____

Title: _____

Signature: _____

Date: _____

ATTEST:
Approved as to legal form:

Assistant County Attorney

Exhibit A to CRISP Master Intergovernmental Agreement

Shared Project Costs Summary

Vendor	Description	Estimated Cost
TBD	Hardware	\$895,200
	Contingency-Hardware 5%	\$44,760
TriTech Costs	CAD Licensing	
	Total CAD Licensing	\$908,950
	Total RMS Licensing	\$737,978
	Total Mobile Licensing	\$786,200
	Total Jail Licenses	\$153,300
	Sub-Total Licensing	\$2,586,428
	Discount - Licensing	-\$1,294,146
	Software Licensing [Subtotal]	\$1,292,282
	Interfaces /Custom Solutions [Subtotal]	\$535,523
	Total CAD Implementation	\$562,299
	Total RMS Implementation	\$294,750
	Total Mobile Licensing	\$86,800
	Total Other Implementation Costs	\$987,569
	Various	Implementation Costs [Subtotal]
LCSO	CRISP PM	\$169,320
LCSO	Contingency-Overtime 10%	\$16,932
Lumen	Lumen	\$30,000
LERMS	LERMS	\$60,000
TBD	CRISP Network (Connecting LPD)	\$68,400
TBD	Contingency-Network Hardware 20%	\$13,680
TBD	CJIS Compliance Security Infrastructure	\$100,000
Various	Contingency Costs & Push Interfaces	\$154,048
	Other Costs [Subtotal]	\$612,380
Total Shared Project Costs		\$5,311,562

Total Shared Project Costs

Shared Costs	LCSO	\$	1,745,654
	Loveland	\$	1,745,654
	Fort Collins	\$	1,745,654
	LETA [Shared funding]	\$	74,600
	Total	\$	5,311,562

The total shared project cost is the estimated cost as of the date of the IGA and is subject to change by mutual written agreement of the parties. In the event of a change in any of the shared cost elements, such positive or negative change shall be allocated 1/3 to each party. The total shared project cost does not include Ancillary Costs specific to an agency or unique subscription fees specific to an agency. Such cost elements excluded from the System shall be the sole responsibility of the specific agency receiving the benefit.

CRISP MEMBER INTERGOVERNMENTAL AGREEMENT

THIS CRISP MEMBER INTERGOVERNMENTAL AGREEMENT ("CRISP Member IGA") is made and entered into this ___ day of _____, 2018 ("Effective Date"), by and between _____ ("Partner"), and _____ ("Member Agency"). Collectively, Partner and Member Agency shall be referred to as "Parties" and the singular "Party" will hereafter refer to either or each of them.

WITNESSETH:

WHEREAS, the Combined Regional Information Systems Project ("CRISP") is a joint effort of many public safety agencies either wholly or partly contained within the geographical area of Larimer County, Colorado;

WHEREAS, CRISP is comprised of three partner agencies, consisting of the City of Fort Collins on behalf of Fort Collins Police Services, the City of Loveland on behalf of the Loveland Police Department, and Larimer County on behalf of Larimer County Sheriff's Office, collectively referred to as the "CRISP Partners". The CRISP Partners have executed the CRISP Master Intergovernmental Agreement among them, hereafter referred to as the "CRISP Master IGA;"

WHEREAS, the CRISP Master IGA was executed for the specific intent of purchasing and operating a computer aided dispatch system ("CAD"), a records management system ("RMS"), a jail management system ("JMS") and such other ancillary systems the CRISP Partners choose to enhance functionality (collectively, the "System");

WHEREAS, the CRISP Partners desire to allow access to and use of the System by other agencies in Larimer County;

WHEREAS, each of the CRISP Partners has specific agencies with which they have an established relationship to provide access to public safety information and services. These agencies are considered to be "Member Agencies" of their respective Partner. A list of preapproved Member Agencies is set forth in the "CRISP Master IGA". This CRISP Member IGA defines the terms of access to the System and is executed between Partner and Member Agency in accordance with the "CRISP Master IGA";

WHEREAS, to facilitate communication and cooperation between emergency services agencies in Larimer County, including Member Agency, Partner agrees to allow Member Agency access to and use of the System pursuant to the terms and conditions contained herein and consistent with the CRISP Master IGA;

WHEREAS, the form of this CRISP Member IGA conforms to the requirements of the CRISP Master IGA.

WHEREAS, C.R.S. Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), Partner and Member Agency are authorized to cooperate with one another to provide any function or service lawfully authorized to each of them and are therefore authorized under C.R.S. Section 29-1-203(1) to enter into this CRISP Member IGA.

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

1. Term.

This CRISP Member IGA shall be effective as of the Effective Date, and shall continue in effect unless otherwise terminated as provided in paragraph 15, below.

2. Access to System.

The Partner will provide the software necessary for the Member Agency to access the System. All other equipment required by the Member Agency, including hardware and additional software, and any other costs incurred by the Member Agency in accessing and using the System are solely the responsibility of the Member Agency.

3. Steering Committee.

The CRISP Partners have jointly designated a CRISP Steering Committee ("CSC"), as required by the CRISP Master IGA, which shall adopt bylaws, operational policy, and oversee all operational issues of the System. The Member Agency agrees to comply with and be bound by the bylaws, policies, procedures, and decisions of the CSC regarding access to and use of the System.

4. Interconnection and System Degradation.

The Member Agency shall not allow any party other than authorized personnel of the Member Agency to access or interconnect to the System through the Member Agency without the written mutual consent of the CRISP Partners. The Member Agency shall not engage in any activity that might result in the degradation of the System or data contained within the System.

5. Confidential Information.

All data, records, System operational information and other information belonging individually to any Partner or the Member Agencies or belonging collectively to all the participating agencies using the System shall be confidential. Partner's and Member Agency's access to data and records as a result of connection and use of the System shall not change the confidential nature of the information. Partner and Member Agency (each an "agency" and collectively "agencies" for purposes of this Section 5) shall restrict its authorized personnel's use of all data, records and other information belonging to or created by other agencies to authorized uses only. Such use does not change the ownership of the record, which shall remain with the creating or authoring agency. Each agency shall not copy, alter, download, print, or disclose data, records, or information for any use not authorized in the regular course of law enforcement business. If an open records

request is made for a record, only the agency who created or authored the record may determine whether the record should be disclosed or made available. The agency receiving the request, if the record does not belong to that agency, shall in conformance with applicable law either (a) deny the record request and refer the requestor to the authoring agency or (b) shall confer with the authoring agency and obtain written consent to release the record. The obligation to make a determination regarding release of any record or data or other information in the System shall remain with the agency creating the record. Any requests for System operational information or de-identified data fields belonging to all CRISP Partners and Member Agencies shall be reviewed jointly by the three CRISP Partners and any other Member Agencies whose information is being requested, and the CRISP Partners and Member Agencies, if applicable, will coordinate to provide a joint response to the request and/or production of the records for inspection as authorized or required by law.

6. Software Licenses.

The CRISP Partners have been granted licenses by their suppliers to use certain software applications as part of the System. The Member Agency shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any licensed or sublicensed application, nor shall the Member Agency permit any other party to use a licensed or sublicensed application without the express consent of the CRISP Partners. The Member Agency shall not, and shall not permit any other party to disassemble, de-compile or reverse-engineer any licensed or sublicensed application. The Member Agency shall not violate the terms and conditions of any System software license.

7. Liability.

Each of the Parties hereto shall be solely responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney's fees, incurred as a result of any actions or omissions of their respective officers, employees, and agents, and shall not be responsible or legally liable for the negligent acts or willful misconduct of the other Party, its officers, employees and agents. In no event shall the CRISP Partners be liable for any loss or damages related to the operation or failure of the System or any component thereof, or for the accuracy or completeness of data, nor shall the CRISP Partners be liable for any special, incidental or consequential damages. Nothing in this CRISP Member IGA shall be construed as a waiver of the notice requirements, defenses, immunities and limitations of liability the Parties and their respective officers, directors, employees, volunteers, and agents may have under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101; et seq.), or of any other defenses, immunities, or limitations of liability available to the Parties by law.

8. Ownership, Upgrades and Maintenance.

This CRISP Member IGA does not grant the Member Agency, nor shall the Member Agency have, any ownership interest in the System or its components. The CRISP Partners are solely responsible for maintenance of, and upgrades to, the System, and the Member Agency may only request service, upgrades or changes to the System through the Partner personnel tasked with System administration.

9. Relationship of the Parties.

The Parties enter into this CRISP Member IGA as separate and independent entities and shall maintain such status throughout the term of this CRISP Member IGA. The Partner shall be the Member Agency's point of contact for all requests pursuant to Paragraph 8 of this CRISP Member IGA, or for any other issues regarding the Member Agency's access to and use of the System.

10. Other Users.

The CRISP Partners may allow use of the System by other Member Agencies in addition to the Member Agency. Neither the Partner nor the CRISP Partners shall be responsible for misuse of the Member Agency's data by such other agencies. The CRISP Partners agree that they will execute a substantially similar agreement to this CRISP Member IGA with such other agencies which will include a requirement that such other agencies agree to the exact terms of Paragraph 5 before granting such agencies access to the System.

11. Joint Maintenance Payments.

The CRISP Partners agree that they will enter into a maintenance agreement with the vendor of the System for system maintenance. The Partner's portion of this expense will include the amount that is attributable to the Member Agency. The Member Agency will reimburse the Partner for the Member Agency's portion of the maintenance expense as follows:

- The Member Agency's initial share of the annual maintenance expense is \$_____. Member Agency shall pay said amount to the Partner annually starting on <Date> and continuing annually for the duration of this CRISP Member IGA, or as may be mutually agreed in writing between Member Agency and Partner.
- At the beginning of each calendar year the Partner may review the Member Agency's use of the System in the previous year to determine if the percentage of use has changed significantly. If a change in percentage of use is found, or if overall maintenance costs change the Partner may alter the Member Agency's annual maintenance expense. In such case the Partner will work in good faith with the Member Agency to set a mutually agreeable revised cost. All maintenance payments by Member Agency pursuant to this Paragraph 11 are subject to annual appropriation as provided for in Paragraph 18 of this CRISP Member IGA.
- In the event the Member Agency disagrees with an invoiced maintenance expense, the Member Agency shall contact the Partner in writing and the Parties will attempt to resolve the dispute in good faith. If the dispute remains unresolved as of <Date>, the Member Agency's portion of the maintenance expense shall be as set forth in the invoice and payment shall be due on or before <Date> of the following year unless the Member Agency terminates this CRISP Member IGA pursuant to Paragraph 15, in which case the terms of that Paragraph shall apply.

12. No Representations or Warranties.

The CRISP Partners collectively and Partner individually make no representations or warranties as to the adequacy, capacity or availability of the System.

13. Amendment.

No amendment or other modification to this CRISP Member IGA shall be valid unless made in writing and signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

14. Assignment.

The Member Agency may not assign any rights or delegate any duties under this CRISP Member IGA without the prior written consent of the CRISP Partners.

15. Termination.

The Partner or the Member Agency may terminate this CRISP Member IGA at any time by providing one (1) year prior written notice to the other Party. Upon such termination, the Member Agency shall promptly return any software, documentation, data, or other property of the Partner or the CRISP Partners in the Member Agency's possession. In addition, the Partner shall calculate the Member Agency's share of maintenance expenses incurred but unpaid, if any, up to the date of termination. The Partner shall invoice the Member Agency for any such unpaid amounts and the Member Agency shall remit payment within thirty (30) days of receipt.

16. Notice.

All notices provided for under this CRISP Member IGA shall be effective when mailed, postage prepaid, and sent to the following addresses:

If to the Partner:

<contact title/position>

<address>

<contact info>

With a copy to: <agency CEO or attorney>

<address>

<contact info>

If to the Member Agency:

<contact title/position>

<address>

<contact info>

With a copy to: <agency CEO or attorney>
<address>
<contact info>

17. Default/Remedies.

17.1 Except as otherwise provided herein, in the event any Party should fail or refuse to perform according to the terms of this CRISP Member IGA, such Party may be declared in default thereof by any non-defaulting Party.

17.2 In the event a Party has been declared in default hereof, such defaulting Partner shall be allowed a period of thirty (30) days from receipt of written notice of said default from the non-defaulting Party, within which to cure said default. In the event the default remains uncorrected at the end of the cure period, the non-defaulting Party may elect to: (a) terminate this CRISP Member IGA and seek damages; (b) treat this CRISP Member IGA as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

18. Non-appropriation.

The Parties are governmental entities; therefore, all direct and indirect financial obligations of a party under this CRISP Member IGA shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' respective charters and ordinances if any, and applicable law. This CRISP Member IGA and the obligations of the Parties hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Parties' respective governing bodies budgeting and appropriating the funds necessary to fulfill the Parties' respective obligations.

If a Party does not appropriate funds sufficient to meet its obligations under this CRISP Member IGA, such non-appropriation will constitute a termination by such Party, effective on January 1 of the Party's fiscal year for which the funds are not appropriated regardless of any notice period required under this CRISP Member IGA. The non-appropriating Party shall give written notice of such non-appropriation of funds to the other Party not later than thirty (30) days after it is certain that its governing body will fail to appropriate the funds necessary for the Party to meet its financial obligations for the ensuing fiscal year.

19. Non-waiver.

No waiver by either of the Parties of any of the terms and conditions of this CRISP Member IGA shall be deemed to be or construed as a waiver of any other term or condition of this CRISP Member IGA, nor shall a waiver of any breach of this CRISP Member IGA be deemed to be or construed to be a waiver of any subsequent breach thereof.

20. Governing Law and Venue.

This CRISP Member IGA shall be governed in all respects by the laws of the State of Colorado, and venue for any action arising hereunder shall be in Larimer County, Colorado.

21. No Third-Party Beneficiaries.

This CRISP Member IGA is made for the sole and exclusive benefit of the Parties and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

22. Severability.

In the event any provision of this CRISP Member IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this CRISP Member IGA.

23. Authority.

The persons who sign and execute this CRISP Member IGA represent that they are duly authorized to execute this Agreement in their individual and representative capacity.

24. Entire Agreement.

This CRISP Member IGA shall constitute the entire agreement of the Parties and supersedes any prior agreement between the Parties in conflict. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This CRISP Member IGA shall inure to the benefit of the Parties' respective successors and assigns. Covenants or representations not contained in this Agreement shall not be binding on the Parties.

25. Negotiated Provisions.

This CRISP Member IGA shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this CRISP Member IGA.

26. Counterpart Signatures.

The Parties agree that counterpart signatures of this CRISP Member IGA and signatures by facsimile or electronic PDF shall be acceptable and that execution of the CRISP Member IGA in the same form by each Party shall be deemed to constitute full and final execution of the CRISP Member IGA.

27. Additional Documents or Action.

Each Party agrees, at the reasonable request of any other Party, to make such further assurances and to execute such further instruments in order that this CRISP Member IGA may be fully performed in accordance with its intent and provisions.

[Signature page follows.]

[insert signature block]