

Mesa County Shared Public Safety Information Management System
Memorandum of Understanding

1. PURPOSE

- a. The purpose of this Memorandum of Understanding (the Agreement) is to implement and govern a Shared Public Safety Information Management System (the System) to support law enforcement and emergency services activities of the participating public safety agencies in Mesa County.
- b. This Agreement establishes a governance structure, defines participating agency responsibilities and initiates the financial arrangements necessary for the ongoing operation and maintenance of the System.
- c. Nothing in this Agreement is intended to lessen Participating Agencies' authority over and responsibility for events occurring within their jurisdictions.
- d. All Participants under this Agreement, whether User Agency or Member, agree that the purpose of this Agreement is to jointly accomplish activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X, Section 20, that any funds contributed under this Agreement, by any Participant to this Agreement is and remains an expenditure of that Party only.

2. DEFINITIONS

- a. "Member Agencies" (Member(s)) are the entities that provided or secured the initial capital investment for the purchase and implementation of the System, and are full voting members on the Policy Board, as set forth in Section 5 herein.
- b. "Participating Agencies" are public safety agencies that are granted access to specific features of the System for a fee or other valuable consideration.
- c. "User Agencies" refers to all agencies that have access to the System and includes Member Agencies, Participating Agencies and all other agencies that have been granted access to the System.
- d. "System Host" (the Host) is the organization that provides the computer and network infrastructure for the System. It also provides finance, administration and contract management services required to support the System.
- e. "Consortium" in this Agreement refers to the collective interests of all User Agencies participating in the ongoing use of this System.
- f. "Public Safety Information Management (PSIM) System" means the collection of software systems that have been or will be implemented and managed for the benefit of the User Agencies. The PSIM includes the New World Public Safety System and any other software systems that are purchased and/or developed under this agreement.
- g. "New World Public Safety System" means the application and interface software sold by Tyler Technologies Corporation (formerly New World Systems) under the trademark name of New World Public Safety Software, along with the computer and network equipment and software required to make the software operational for User Agencies.
- h. "New World License Agreement" means the Standard Software License and Service Agreements dated August 28, 2009, and all subsequent amendments, entered into by the City of Grand Junction and Tyler Technologies Corporation to provide the New World Public Safety System.

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- i. "Service Level Agreement" (SLA) refers to the written negotiated agreement between the Host and the Policy Board (on behalf of the Consortium) that defines the services, performance measures, operations and hours of operation that will be provided by the Host, along with associated costs and fees for providing those services.
 - j. "IT Support Organizations" refers to the Information Technology (IT) organizations that provide direct IT support for the Members. For the MCSO, the function is provided by the Mesa County IT Department. For the GJPD, the function is provided by the City of Grand Junction IT Division. For the GJRCC, the function is provided by the City of Grand Junction Communication Center.
 - k. "PSIM System Manager" means the person responsible for overseeing the day-to-day support and operations of the System.
 - l. "System Administrator" means the person authorized in writing by the User Agency or the Host to maintain and operate the software applications, computer systems, network infrastructure and communication services used to support the agency's use of the System.
 - m. "System User" means any User Agency employee who uses a System account to access the software features of the PSIM, or who accesses the data stored in the PSIM or related interfaced systems using any means, whether authorized or unauthorized.
3. OVERVIEW
- a. The overall goals of the System are to enable the sharing of public safety information; increase operational efficiencies; and provide cost effective/economies of scale for User Agency's data management.
 - b. The Member agencies entering into this agreement are:
 - i. Mesa County Sheriff's Office (MCSO)
 - ii. Grand Junction Police Department (GJPD)
 - iii. Grand Junction Regional Communication Center (GJRCC)
 - c. Participating Agencies identified in this agreement are:
 - i. Fruita Police Department (FPD)
 - ii. Palisade Police Department (PPD)
 - iii. Grand Junction Fire Department (GJFD)
 - iv. Debeque Marshal's Office
 - d. Other criminal justice or public safety agencies may be granted access to specific features of the System or added as Participating Agencies, as provided in this Agreement.
 - e. System Host – The City of Grand Junction will serve as the Host for the systems included in this agreement.
 - f. Ongoing operations, maintenance, equipment, capital improvements funding and facilities cost shall be shared by the Member and Participating Agencies based on an assessment methodology established by this agreement.
 - g. Ownership of Equipment
 - i. All equipment purchased for the PSIM or donated by Members to support the PSIM becomes the property of the Consortium.

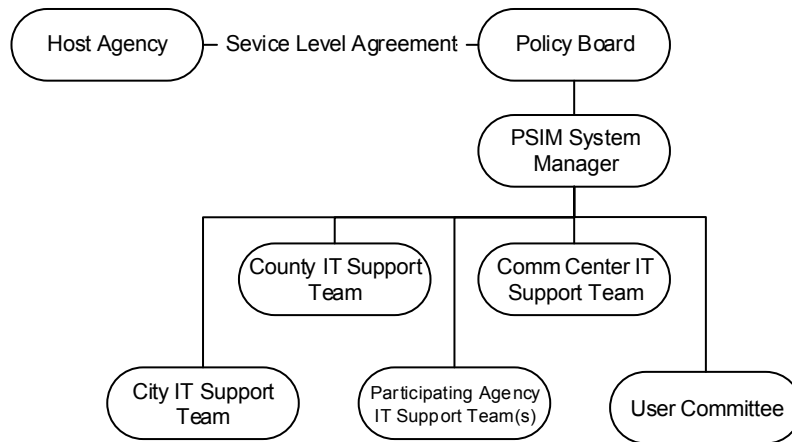
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- ii. All equipment purchased by the Host to support the shared services, or to support one of the Members for their specific use, remains the property of the Host.
- iii. Consortium property may be distributed to terminating Member agencies as described in Section 8 ENTRY AND EXIT MECHANISM.

4. TERM OF THE AGREEMENT

- a. Effective Date: This Agreement is effective upon signature.
- b. Term: This Agreement shall remain in effect until terminated as provided herein.

5. GOVERNANCE



- a. Policy Board - The parties to this Agreement do hereby create the Policy Board (the Board), to govern the policy, security, and administrative aspects of the System. The Board consists of the following Member Agency CEOs:

- Grand Junction Chief of Police
- Mesa County Sheriff
- Grand Junction Regional Communication Center Board Representative elected by the GJRCC Board from a Participating Agency

Each Member Agency representative is entitled to one vote on all System matters. The Policy Board will establish its own structure and by-laws.

The Board will:

1. Designate a PSIM System Manager from one of the Member Agencies.
2. Direct the development of a PSIM System Standard Operating Procedures Manual which will define, at a minimum, Security Requirements, Support Procedures, Permitted Uses, User Committee Guidelines, etc.
3. Make policy decisions related to the System and this Agreement

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4. Review and approve the annual budget, capital expenditures and Member and Participating Agency assessments under this Agreement.
 5. Conduct all other business related to the System and this Agreement not otherwise assigned to the Host.
 6. The Board shall not take any action that would violate or otherwise conflict with the New World License Agreement or the license agreement of any purchased software.
 7. The Board may terminate this agreement with twelve months' notice to the User Agencies.
- b. System Host– the City of Grand Junction will serve as the Host. The Host is responsible for the following:
- i. Serving as the custodian of property, equipment and software provided by Member and Participating Agencies for the benefit of the System
 - ii. Creating, maintaining and overseeing, on behalf of the Consortium, contracts, leases, titles, licenses, service agreements and registrations related to the System;
 - iii. Serving as the fiscal agent for all business functions related to the System;
 - iv. On an annual basis, the Host will provide a financial and operating report to the Board.
 - v. The relationship between the Board and the Host will be managed through a Service Level Agreement proposed by the Host and approved by the Policy Board. The SLA will be reviewed and may be renegotiated on an annual basis.
 - vi. Serving as a liaison between Vendors and the Consortium.
 - vii. The Host may employ whatever legal means it deems necessary to meet the terms of the SLA.
- c. PSIM System Manager – The Board will designate a System Manager to provide general oversight and coordination of the support activities performed by the IT Support Teams and to organize and oversee the work of the User Committee. The PSIM System Manager will be responsible for the day-to-day performance of the system including:
- i. Overseeing the development and maintenance of a PSIM System Standard Operating Procedures Manual.
 - ii. Ensuring that approved operating procedures are followed by User Agencies and Support Teams.
 - iii. Communicating System status information to User Agencies.
 - iv. Working with the Host to schedule maintenance activities and to ensure that the system is operational in accordance with the SLA.
 - v. Act as the coordination point for communication between the User Agencies and the software providers (i.e., Tyler Technologies, Intel Lead, etc.).
 - vi. Oversee the testing and implementation of system updates.

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- d. User Committee – The Board shall establish a User Committee comprised of representatives from each User Agency. The User Committee shall serve as an advisory body to the Board on operational issues related to the System; as a communication channel between system users and the IT Support Teams; and to facilitate user involvement in the implementation of system updates. The User Committee shall operate based upon the guidelines provided by the Board and under the direction of the PSIM System Manager.

6. OPERATION

- a. IT Support Teams – The City, County and Comm Center IT Organizations will each identify and assign support staff that will provide technical support for their respective organization. The assigned support staff will be qualified IT personnel trained in the technical and system security aspects of the PSIM System. The PSIM System Manager will provide general oversight and coordination of the support activities performed by the IT Support Teams.

- i. The IT Support Teams are responsible for the following:

- 1. Managing and overseeing technical end user support for the System
 - 2. Providing Technical Advice to the Policy Board
 - 3. PSIM System and interface support for all User Agencies at the agency level
 - 4. PSIM System Administration activities including managing code tables, security profiles, and system configuration;
 - 5. Maintaining and managing the PSIM System day-to-day operations;
 - 6. First-level troubleshooting of issues related to PSIM System functionality;
 - 7. Coordinating with System Administrators at each User Agency;
 - 8. Working with vendors on PSIM System issues, service, and upgrades;
 - 9. Participating on the User Committee;
 - 10. Working with the Host as prescribed in the SLA.

- ii. Staffing

- 1. IT Support Organizations from each Member Agency will provide qualified technical support staff at a sufficient level to meet the needs of their agency and to jointly meet the common needs of all User Agencies. Staffing levels will be established as part of the annual budget process.
 - 2. Each User Agency will provide the technical support required to ensure the reliable operation of their separate network, computers, and connectivity.
 - 3. The IT Support Teams may work separately to support their respective organization needs and together under the coordination of the PSIM System Manager to solve common problems.

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b. User Agency Responsibilities

- i. Each agency is responsible for providing software and equipment that meets the minimum specifications established by the IT Support Teams.
- ii. Each agency is responsible to provide basic desktop and laptop MDT functionality support.
- iii. Each agency is responsible for providing internal network infrastructure equipment and technical support, communication services and mobile communication services.
- iv. Each agency is responsible for providing support for non PSIM System applications that are installed on user computers.
- v. With the prior approval of the PSIM System Manager, User Agencies may purchase and implement compatible technology (i.e., equipment, software and services) as long as it does not negatively impact the functionality or performance of the common PSIM System. The determination of impact to the PSIM System will be made by the PSIM System Manager. User Agencies may appeal the determination made by the PSIM System Manager to the Board. If an impact is found to exist, the agency shall immediately cease use of the technology and will remove it as soon as possible.
- vi. The Host will be responsible for the System servers, SANS and redundant fiber connectivity, including any Host managed equipment residing at User agency locations.
- vii. The GJRCC is responsible for communicating urgent and critical problems after hours.

c. General Terms of Use

- i. User Agencies shall ensure that information from the System is only used for authorized and lawful police and emergency services purposes.
- ii. All System Users shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and Criminal Justice Information.
- iii. There shall be no release or publication of data stored in the System that was entered by another User Agency without the entering User Agency's prior written approval.
- iv. Each User Agency is responsible for its compliance with license requirements for the number of users or workstations in use at its facilities in accordance with the terms of the New World License Agreement and any other software license agreements included under this agreement.
- v. Each System User shall comply with the PSIM System Standard Operating Procedures Manual.

7. FINANCIAL ARRANGEMENT

a. Financial Management

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- i. The Host serves as the fiscal agent for the Consortium for matters related to this Agreement. As such, the Host will manage all funds and conduct business on behalf of the Consortium for matters related to this Agreement.
 - ii. All monies designated for operation of the System and related business, including but not limited to any regular or special assessments contributed by the User Agencies as set forth below, grant funds received for the Consortium use hereunder, any public or private donations to the Consortium and any other income intended for the conduct of business under this Agreement will be accounted for separately
- b. Budget
 - i. The Host, with input from the PSIM System Manager, the User Committee and the IT Support Teams will prepare an annual budget for consideration by the Board.
 - ii. The proposed budget will be submitted to the Board for review on or before May 31st of each year.
 - iii. The Board will approve an annual budget for the following calendar year on or before July 31st of each year. The annual budget will include an assessment for each User Agency.
- c. Assessments
 - i. Regular Assessments
 - 1. Each Member and Participating Agency is assessed a share of the adopted calendar-year budget. This share is the regular assessment.
 - 2. Regular assessments are billed by the Host Agency in December of each year and are due on or before the following January 31st.
 - 3. The regular assessment for each agency is determined in the following manner:
 - a. Identifiable costs directly benefiting a specific agency are paid by that agency.
 - i. CAD software maintenance costs are separately identifiable and will be assessed directly to the GJRCC.
 - ii. CMS software maintenance costs are separately identifiable and will be assessed directly to the MCSO.
 - iii. In the event that additional software is purchased for the benefit of a specific agency (or agencies) maintenance costs for that software will be assessed directly to that agency (or agencies).
 - b. LERMS software maintenance and related costs will be assessed to each Member and Participating Agency based on the number of active system users. An active user is defined as any user with an active log-in ID measured on April 1st of each year.
 - c. Infrastructure costs
 - i. Infrastructure is defined as the hardware, software, communication resources, and personnel required to deliver the System functions to the network entry point of each User Agency. An annual assessment will be

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added to the allocation pool for maintaining, upgrading and periodically replacing shared infrastructure hardware and communication resources.

- ii. As the lead agency utilizing the PSIM, infrastructure costs will be assessed to the GJRCC.

ii. Special Assessments

- 1. The Board may authorize the following types of assessments:

- a. Emergency Assessments: To meet unanticipated, midyear emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.
- b. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.
- c. Voluntary Project Assessments: To permit one or more of the User Agencies to acquire custom services.
- d. New User Agency Assessments: To vest new parties in co-ownership of property, equipment and software.

- 2. Emergency and efficiency assessments in excess of 5% of an agency's regular assessment (for the year in which the special assessment is to occur) must be authorized by unanimous decision of the Board.

- 3. Emergency and efficiency assessments in excess of 5% of a regular assessment must be approved by the governing body of each of the User Agencies.

- 4. Voluntary project assessments may be authorized at any time by unanimous decisions of the Board.

- a. Only those agencies choosing to participate in the proposed project are subject to voluntary assessments.
- b. The agencies participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessment to the Board for approval.
- c. The agencies choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.

- 5. New User Agency Assessments apply only to new User Agencies. The amount of the assessment is determined by the Board based on conditions at the time the new User Agency applies for Admission to the Agreement.

- 6. Special Assessments are billed by the Host Agency, as directed by the Board. Special Assessments are due within thirty (30) days of receipt of an invoice.

iii. Grants and Donations

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1. The Board may authorize application for and receipt of funds from grants, foundations or private donors. Any grant application will be made in the name of the Host, on behalf of the Consortium.
2. The Board may request the Host to designate a staff member from the Host Agency to be responsible for assuring management oversight of grants on behalf of the Consortium.

iv. Appropriations

1. Because this Memorandum of Understanding involves the expenditure of public funds, all obligations under this Memorandum of Understanding are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

d. Contract Management

- i. In the event that one or more agencies desires to purchase additional software components or system capabilities, such agencies shall provide written request to the PSIM System Manager and the Board for consideration. If the request is approved, the Board will determine the appropriate method for the purchase and authorize the Host, or the agency(ies) to purchase the software. If purchased by the Host, the initial purchase cost for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be assessed to the User Agencies as provided for in section 7.c above.
- ii. Agencies are permitted to engage software providers including Tyler Technologies directly for consulting services, system training or configuration of separately owned equipment. The User Agency shall arrange to be billed directly by the software provider for such services, and shall be solely responsible for payment of invoices issued by the software provider for such services.

8. ENTRY AND EXIT MECHANISM

a. Entry Mechanism

- i. Additional Participating Agencies may be admitted to this Agreement by the Board. The governing board of any new Participating Agency must become signatory to this Agreement.
- ii. The Board shall set new User Agency assessments at the time of admission.
- iii. The Board shall set the New User Agency regular assessments per the formula detailed in Section 7.

b. Exit Mechanism

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- i. An agency may withdraw from this Agreement by providing twelve months' written notice of its intent to cease using the services available under this agreement.
- ii. Withdrawal by a Member or Participating Agency from this Agreement will not remove any responsibility for financial obligations that are unpaid at the time of withdrawal, including but not limited to the withdrawing agency's share of the current annual or special assessments or the purchase/lease cost of equipment, etc., purchased prior to the agency's withdrawal.
- iii. The withdrawing agency shall not be entitled to a refund for any monies paid prior to the termination. Should an agency terminate its participation in this Agreement in order to pursue an alternate implementation of the New World Public Safety software, the Host shall make all reasonable efforts to work with Tyler Technologies to transfer user licenses, as allowed under the New World Public Safety site license agreement, or other components bought explicitly and solely on behalf of that agency to another Tyler Technologies license agreement.
- iv. No compensation of any kind, including refunds of annual or special assessment or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any agency until termination of this Agreement.
- v. The Board may negotiate the release of equipment that does not affect the functionality of the system to parties exiting from this agreement.
- vi. The Board will assure that an agency withdrawing from this Agreement is provided with a true and complete copy, in the software format currently in use by the System, of its law enforcement data contained in the System as of 12:00 p.m. on the day prior to the day of withdrawal.
 1. The withdrawing party is responsible for paying the entire cost of producing the final copy of its data.
 2. On receiving notice that a party is withdrawing, the Board will direct the Host to issue an invoice to the withdrawing party for the cost of producing a final copy of the withdrawing party's data.
- vii. The final copy of a withdrawing party's data will be produced and made available to the withdrawing party on the day of withdrawal
- viii. A request by the Host to terminate its responsibilities under this agreement terminates this agreement. The Host may terminate this agreement by providing twelve months' written notice of its intent to cease providing hosting services.

9. AMENDMENT TO THE AGREEMENT

- a. This Agreement may be amended at any time. Amendments shall be in writing, and will be in force on approval by a majority of the governing bodies of all of the signatory agencies.

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10. INDEMNIFICATION

- a. Each party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed will be levied in proportion to the percentage of negligence attributable to each party and each party will have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

11. NO THIRD PARTY BENEFICIARY RIGHTS

- a. Except as otherwise stated herein, this Agreement shall inure to the benefit of, and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

12. GOVERNING LAW

- a. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

13. APPENDICES

- a. Service Level Agreement (SLA)

14. SIGNATURES

Matt Lewis
Sheriff
Mesa County Sheriff's Office

Date

John Camper
Chief of Police
City of Grand Junction

Date

John Camper
Chair
Grand Junction Regional Communication Center Board

Date