

Interagency Policy Agreement

CENTURION

Central Texas Uniform Reporting
Information Operating Network

-NicheRMS365-

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Bell County PARTICIPANTS

Bell County Sheriff Office

Sheriff Eddy Lange
104 S. Main St.
Belton, TX 76513

Bell County Constable Precinct 1

Pat A. Duffield
1201 Huey Road
Belton, TX 76513

Bell County Constable Precinct 2

Rolly Correa
601 N. Main Street
Salado, TX 76571

Bell County Constable Precinct 3

Devin Rosenthal
205 E. Central Avenue
Temple, TX 76501

Bell County Constable Precinct 4

Martha Dominguez
301 Priest Drive
Killeen, TX 76541

Belton Police Department

Chief Gene Ellis
711 East 2nd Ave
Belton, TX 76513

Copperas Cove Police Department

Chief Eddie Wilson
302 East Avenue E
Copperas Cove, TX 76522

Harker Heights Police Department

Chief Phil Gadd
402 Indian Trail
Harker Heights, TX 76548

Killeen Police Department

Chief Charles Kimble
3304 Community Blvd
Killeen, TX 76542

**Killeen ISD
Police Department**

Chief Ralph Disher
4100 Zephyr Rd.
Killeen, TX 76543

Nolanville Police Department

Chief Michael Hatton
101 N. 5th St
Nolanville, TX 76559

**Morgans Point Resort
Police Department**

Chief Charles Cline
6 Lake Forest Drive
Morgan's Point Resort, TX 76513

Salado Police Department

Chief Pat Boone
300 N. Church St.
Salado, TX 76571

Temple Police Department

Chief Shawn Reynolds
209 East Ave A
Temple, TX 76501

**Texas A&M University
Central Texas**

Police Department
Chief
1001 Leadership Pl
Killeen, TX 76549

Troy Police Department

Chief Suzanne Martin

111 Cypress Street

Troy, TX 76579

1.0 INTERAGENCY PARTICIPATION

This Agreement is entered into pursuant to Texas Government Code 791, the Texas Interlocal Cooperation Act, for furtherance of governmental functions and services, more specifically to further the efficacy of providing police protection and detention services, protecting the public health and welfare, providing records center services and administrative services, and further providing other governmental functions in which the contracting parties are mutually interested. Each Party to this Agreement represents that its participation in this contract has been authorized by the its governing body as required by Sec. 791.011(d)(1), Texas Government Code, and agrees and represents that all payments required to be made in furtherance of the governmental services provided under this Agreement will be paid from current revenues available to the paying Party, as required by Sec. 791.011(d)(3), Texas Government Code.

2.0 CENTURION SCOPE

The **CENTURION Consortium** is dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with partner agencies in an effort to more efficiently obtain, assess, and utilize criminal information. The consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement will be utilized to set forth guidelines that the Consortium will adopt to assist with the functionality of the **CENTURION RMS** to include current members, future members, and potential future *Inter-NICHE* members.

The **City of Temple Police Department** will host the CENTURION Consortium. It is expected that all members will provide integral assistance as needed to assist with the functionality of the RMS throughout the consortium.

3.0 DEFINITIONS

Agency Executives – Agency representative at the executive level.

Agency CENTURION RMS Administrator - The representative from each agency responsible for the day-to-day configuration and maintenance for that agency's CENTURION RMS Domain, end-user hardware and software, and their connection to the CENTURION RMS. This role will have oversight of that agency's RMS needs and represent the agency within the Consortium.

CENTURION AGENCY - Consortium agency member that is not the host. The agency will have its own Centurion RMS domain as defined by NICHE.

CENTURION – Central Texas Uniform Reporting Information Operating Network

CENTURION Consortium – Central Texas Uniform Reporting Information Operating Network. Official group name for the consortium.

Consortium Equipment - Hardware and other equipment utilized solely for the purpose of maintaining the CENTURION RMS including but not limited to sharing, security, accessibility, use, and dissemination of criminal records and information.

CENTURION Executive Council – Reviews and approves RMS upgrades, fee changes, significant NUG recommendations, and any change to this Agreement. Voting members of the Council include: one member from each active member Police Department, political jurisdiction, or institute of higher education, the Host Agency Executive, and the Host Agency Chief Information Officer.

Consortium Software - Any computer program licensed to the **City of Temple** by NICHE Technology.

Domain – Represents a logical layer of the CENTURION RMS that is specific to an Agency.

Financial & Inventory Representative -City of Temple Police Department fiscal agent that assists the CENTURION Program Manager with information pertaining to potential/future technology purchases related to the RMS.

Host Agency – City of Temple Police Department

Host Agency Executives – Chief of Temple Police Department and City of Temple Chief Information Officer. Both are voting members of the CENTURION Executive Council.

Inactive Member of the Consortium - A CENTURION Agency that has withdrawn or given notice to withdraw from the Consortium. This agency will no longer have voting rights or participate in the CENTURION groups, but will continue to pay the associated fees until such time as they are no longer using the CENTURION RMS. An Inactive Member can only become an active member with the approval of the Host Agency Executives.

Inter-NICHE – NICHE RMS to NICHE RMS integration

NICHE Project Manager - NICHE’s assigned project manager that will assist the CENTURION Consortium for the life of the Consortium Software.

Tier 1 – Consortium member agencies

Tier 2 - District & County Attorney’s Office users

Appendix A – CENTURION RMS Agency Cost Model Worksheet.

Appendix B – CENTURION Service Level Agreement. This document combines both NICHE software support service levels with the **City of Temple** service levels into a single document to support the *CENTURION Consortium*.

Appendix C – NICHE developed and/or approved interfaces.

4.0 CENTURION ROLES

Agency Executives

Agency Executives include: the Agency Chief and/or designee; Sheriff and/or designee; Constable and/or designee; County Attorney and/or designee; and District Attorney and/or designee for so long as their respective agency remains an active member of the Consortium.

The Agency Executives will function as a review group for significant recommendations from the CENTURION Niche User Group (NUG) which have a potential significant impact within their agency. The Agency Executives should correspond with their agency representative within the CENTURION NUG to keep their agency informed of potential recommendations and/or changes proposed by the CENTURION NUG.

It is the expectation that the Agency Executives will express their approval or objections to potential recommended change(s) to the CENTURION RMS. Agency Executives will be provided the opportunity for input regarding significant Centurion RMS issues.

Agency CENTURION RMS Administrators

Each agency's CENTURION RMS Administrator and/or designees will attend NICHE technology training as provided by the Host Agency. Agency CENTURION RMS Administrators will receive training as it relates to the technological aspects of the NICHE product. It is the expectation of the Consortium that the Agency CENTURION RMS Administrators will then train their respective agency's IT staff related to NICHE technology. If additional technology training is necessary, the Host Agency can provide technology training as resources are available.

Agency Records Custodian Representative

Each agency's Records Custodian Representative and/or designee that is the agency's official custodian of Criminal Justice Records will attend the NICHE user training provided by the Host Agency to receive training as it relates to the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train their respective agency's civilian and sworn staff related to their NICHE records user group.

Change Advisory Board – (CAB)

The Host Agency will manage a Change Advisory Board ("CAB") with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment.

Host Agency Chief of Police

The Temple Chief of Police acts as chairperson of the CENTURION Executive Council and will provide Executive direction of the CENTURION Consortium as it relates to any Police Department operations, terms, workflow, Police Department personnel assignments, and evaluation of all recommendations from the Host Agency CIO.

Host Agency Chief Information Officer (CIO)

The City of Temple Information Technology CIO is part of the CENTURION Executive Council to provide executive technology direction. In addition, this position oversees all technology operations, and technology staffing of the CENTURION Consortium and will assess the recommendations of the CENTURION NUG. The Temple IT CIO will advise the Temple Chief of Police of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the CENTURION RMS.

Host Agency RMS Administrator

A civilian or sworn staff member that specifically represents their respective agency's Records and/or Property Division. The Temple PD RMS Administrator will assess all technical/other recommendations of the CENTURION NUG as it relates to the recommendations' effect on agency personnel and will assist the CENTURION Program Manager in leading and facilitating all NUG meetings. The Temple PD RMS Administrator will provide an assessment to the Temple Chief of Police as to the potential impact of the CENTURION NUG recommendation as it relates to NICHE RMS users.

CENTURION RMS Solution Specialist

This individual will be provided by the Host Agency and will be a technologist that will be a Subject Matter Expert (SME) in the NICHE RMS software and Consortium hardware. The CENTURION RMS Solution Specialist will be dedicated to providing technology services and system expertise related to the CENTURION RMS. They will work directly with the CENTURION Program Manager and all Host Agency technology resources.

The Centurion RMS Solution Specialist will be accountable for the overall CENTURION RMS configuration, maintenance, security, interfaces, and support. In addition, they will ensure continuous operations of the CENTURION RMS. The CENTURION RMS Solution Specialist will develop protocols that will ensure that a standardized consistent workflow will take place to facilitate the ease of the CENTURION RMS by all Consortium members.

Host Agency CENTURION Program Manager

The CENTURION Program Manager will be an IT Project Manager that is appointed by the City of Temple's CIO. The Program Manager, along with the Host Agency RMS Administrator, will manage all aspects of the CENTURION Consortium including leading and facilitation of the CENTURION NUG. The CENTURION Program Manager will provide a line of communication between all CENTURION Consortium members and is responsible for collaborating and cooperating with all members to ensure the efficient and effective operation of the CENTURION Consortium. The CENTURION Program Manager will also be one of the representatives for the CENTURION Consortium in the North American NUG as well as the International NUGs. The CENTURION Program Manager will report to the Temple CIO and coordinate with the CENTURION RMS Solutions Specialist. For the purpose of reviewing and evaluating the functionality of the CENTURION RMS, the CENTURION Program Manager

will schedule regular meeting dates and times that are mutually agreed upon with CENTURION Consortium members.

The CENTURION Program Manager will coordinate training for all members in accordance with NICHE functionality and security procedures. The CENTURION Program Manager may create any advisory or support groups required to better assist the functionality of the CENTURION RMS.

Host Agency Records Custodian Representative

The Host Agency Records Custodian Representative and/or designee is the Host Agency's official custodian of Criminal Justice Records. This individual will attend NICHE user training for the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train each agency's civilian staff regarding their respective NICHE records user group.

Financial & Inventory Representative

The Financial & Inventory Representative will assist the CENTURION Program Manager to provide information pertaining to potential/future technology purchases related to the CENTURION RMS. This individual will keep a record of all current inventories associated with the CENTURION RMS to include warranties, specifications, assets, licenses, and descriptive purpose. This individual will maintain equipment replacement schedules including those related to hardware, software, and any other items necessary for the operation of the CENTURION Consortium. This representative will be responsible for the payment of all reasonable and necessary CENTURION RMS billing approved by the CENTURION Consortium, to include vendor payment related to the CENTURION Consortium.

The Financial & Inventory Representative will provide an annual expenditure report to the CENTURION Executive Council on or before March 1st of each year. The financial report will include all revenues and expenses/costs associated with the operation of the CENTURION Consortium. In addition, they will provide accounting documents each month to the CENTURION Program Manager which will include at minimum a list of expenditures, assets, and invoices paid. All unused funds will be rolled over to maintain fiscal responsibility within the CENTURION Consortium.

CENTURION NUG Agency Representatives

Each CENTURION Agency will have at most two representatives, *i.e.*, Agency Records Custodian Representative and/or Agency CENTURION RMS Administrators, within the CENTURION NUG. The CENTURION NUG will include the following representatives from the Host Agency: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial & Inventory Representative, and Host Agency RMS Administrator.

This working group will meet on dates and times that are set forth by the CENTURION Program Manager. It is the expectation that each agency representative keeps their agency's executive staff

current on subject matter addressed by the CENTURION NUG. In addition, minutes of the meetings will be distributed to the CENTURION Executive Council.

All CENTURION Consortium members can attend at their own expense the annual NICHE NUG or annual United States NICHE NUG.

CENTURION Executive Council

The CENTURION Executive Council includes the following voting members: Police Chiefs from Belton, Copperas Cove, Harker Heights, Killeen, Killeen ISD, Nolanville, Morgan’s Point, Salado, Temple, Texas A&M University – Central Texas, and Troy; one Executive representing Bell county Member Agencies, and the Host Agency Chief Information Officer.

Tier 2 Executive members may serve as non-voting members of the Executive Council.

The Executive Council reviews and approves all annual RMS upgrades and associated Hosting Fee adjustments, any CENTURION NUG recommendations that will have a potential significant impact on the CENTURION RMS, and amendments to this Agreement.

(See the CENTURION Governance Section)

5.0 HOST AGENCY REQUIREMENTS

Staffing

Host Agency Executives will designate the CENTURION Host Agency team members, including but not limited to, CENTURION RMS Solution Specialist, CENTURION Program Manager, CENTURION Host RMS Administrator, and Financial/Inventory Representative. Any members of the CENTURION Consortium who are RMS Subject Matter Experts (SME’s) may assist with the development, build, implementation and/or testing of the CENTURION RMS.

Training

The Host Agency will facilitate one-time initial “train the trainer” sessions, conducted by NICHE, available for all agencies within the consortium to attend at no cost. Individual agencies will determine which staff should be represented at this training. These selected representatives that attend this train-the-trainer session will be responsible for training their respective agencies. Any additional training from NICHE will be at the expense of the CENTURION Agency, unless provided by the Host Agency.

Training materials will be provided to member agencies with authorization to copy and distribute materials to members agency’s staff.

Technology Services

Understanding that some agencies within the Consortium have limited technology services, the Host Agency or another CENTURION Agency may assist at no charge beyond the included CENTURION Operational Support as defined in this agreement.

NICHE allows the sharing of all the interfaces developed and/or approved by NICHE. A list of those interfaces will be made available to all member agencies (*See Appendix D*). These interfaces allow CENTURION Agencies to connect directly to the CENTURION RMS, however they will still require testing and approval by the Host Agency. (*See CENTURION Operational Section*).

Any CENTURION Agency “infrastructure needs” that require the purchase of additional hardware, non-NICHE developed software, or non-NICHE developed interfaces, will be the financial responsibility of the requesting CENTURION Agency. Members of the CENTURION Consortium may assist with the installation and/or testing of these products as long as they are utilized for the CENTURION RMS.

Security & CJIS Compliance

The Host Agency will ensure that the CENTURION RMS environment and all connected devices are CJIS compliant. (*See CENTURION Operations Section for additional items related to Security.*)

Hardware/Infrastructure

The Host Agency will provide all infrastructure in the data centers consisting of CENTURION Software and CENTURION Hardware. This does not include any data connections for specific CENTURION Agencies to connect to the CENTURION RMS environment. The Host Agency will implement “best practices” to sustain performance related to the NICHE environment which will include limiting large data uploads to the database.

No video attachments are allowed in the Centurion RMS. All videos will be linked to their current body worn camera and in-car video management systems (Axon, WatchGuard, Coban, etc.). Photos may be attached but must be limited to no larger than 5 MB in size and no more than 600X600 resolution.

6.0 CENTURION AGENCY REQUIREMENTS

Each participating agency within the CENTURION *Consortium* will utilize a domain structure that is built into the CENTURION RMS solution. Each CENTURION Agency will need to ensure that their infrastructure meets the minimum standards set forth by the Host Agency.

Hardware/Infrastructure

CENTURION Agencies are responsible for maintaining all the recommended hardware and infrastructure related to any devices operating the CENTURION RMS. In addition, all CENTURION Agencies are responsible for the installation, monitoring, and maintenance of their connections to the CENTURION RMS, *i.e.*, VPN, Internet, fiber, and/or Cellular. The Host Agency may review your hardware to ensure it meets minimum specifications. Both the connectivity and hardware can have an impact on overall CENTURION Agency performance when operating the CENTURION RMS.

Security & CJIS Compliance

The CENTURION Agency will ensure that all their connected devices and environments to the CENTURION RMS environment are CJIS compliant. See CENTURION OPERATIONS Section for additional items related to security. The Host Agency may request the CENTURION AGENCY provide record of its CJIS compliance.

Representation

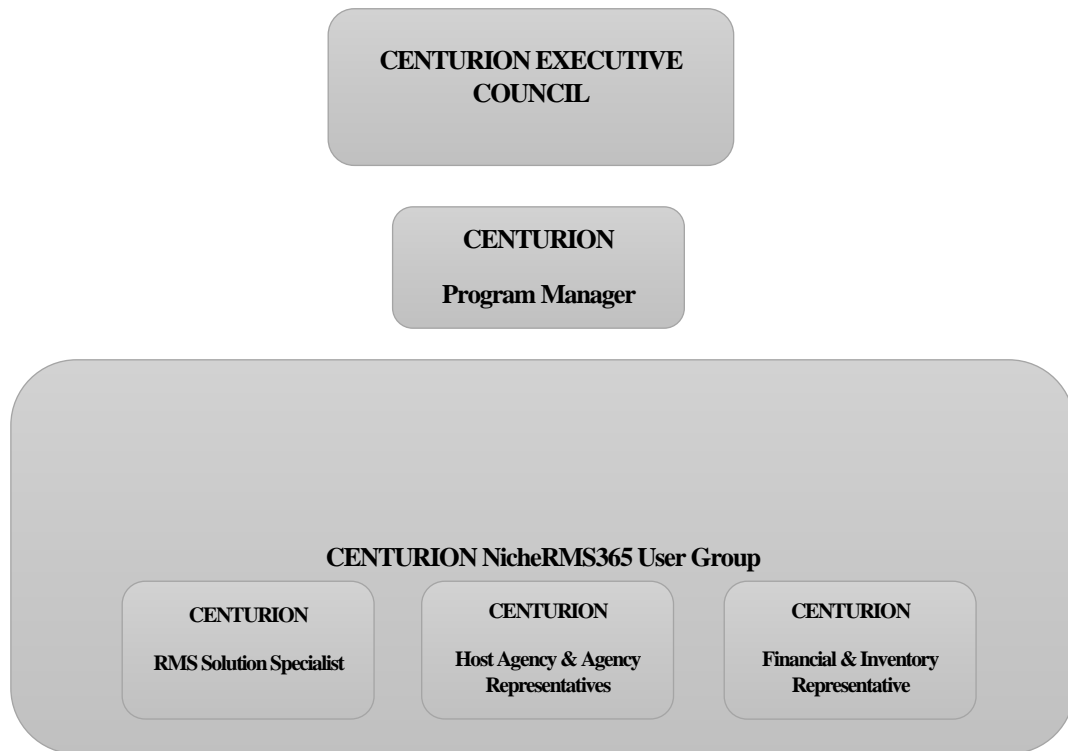
All CENTURION Agencies are responsible for assigning representatives to ensure proper representation for their agency and for their jurisdiction's best interest. Representatives should include individuals appropriate to meet the roles and responsibilities established within this document. (*See CENTURION Roles Section*)

Representatives from each CENTURION AGENCY are critical to the success of the CENTURION Consortium, therefore, active participation is required. If a CENTURION agency is not represented at the majority of the meetings held in any given 12-month period, the agency will be notified of this deficiency by the Host Agency and may become an "Inactive" member.

7.0 CENTURION GOVERNANCE

The CENTURION Governance structure provides the structure within which the CENTURION Consortium agrees to govern and operate, in accordance with terms and conditions set forth in this interagency agreement and with the intent to provide oversight to the CENTURION RMS solution and associated services. The focus of the CENTURION governance structure is to ensure the integrity of the CENTURION RMS program. The CENTURION governance will provide guidance to the following areas: CENTURION RMS Roles, CENTURION RMS Financials, CENTURION RMS Operations, CENTURION RMS Membership, and enforcement of this Agreement.

CENTURION GOVERNANCE STRUCTURE



Principal Meeting Location

The principal meeting location for the CENTURION Executive Council and NUG will be the Temple Police Headquarters, 209 East Avenue A, Temple, Texas, on designated dates and times that the CENTURION Consortium agrees upon. Alternative meeting locations may be identified in advance as needed.

CENTURION NICHE User Group (CENTURION NUG)

To maintain a foundation for the CENTURION Consortium, a user group will be established that will be utilized to further the goals of the Consortium as well as establishing a forum to address the needs and recommendations of the CENTURION Consortium.

The CENTURION NUG will include the following roles: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial and Inventory Representative, and Host Agency and Agency Representatives. Additional resources from either the Host Agency or CENTURION Agency may participate as needed based upon the agenda items. If an Agency does not have the IT structure in place to customize their CENTURION RMS Domain, a request will be made through the CENTURION NUG for approval and implementation by the Host Agency, if approved.

The primary function of the CENTURION NUG will be to assess the development and maintenance of the CENTURION RMS as it relates to technology and user (officer/civilian staff) issues/recommendations to enhance the future needs and sustainability of the CENTURION RMS. The CENTURION NUG will conduct regularly scheduled NUG meetings.

Attendance of at least 51% of the CENTURION NUG membership is required to have a Quorum. All CENTURION NUG recommendations must meet majority approval of the members present prior to moving forward.

Minutes of all NUG meetings will be taken and maintained by the CENTURION Program Manager or designee. All recommendations, votes, and meeting minutes will be made available to all CENTURION Consortium members. All approved recommendations that have potential significant impact on the CENTURION RMS will be escalated to the CENTURION Executive Council for review and approval.

Amendments to Interagency Policy Agreement

This Agreement may be amended only by a unanimous vote of the CENTURION Executive Council. Any proposed amendment shall be formally directed to the Executive Council. The Executive Council shall then review the proposed amendment, hold a vote and, if the vote is unanimously in favor of the proposed amendment, will forward the proposed amendment with its own recommendation to the governing body of each Member Agency. The proposed amendment must be approved by the governing body of each Member Agency to be effective.

Agreement Termination

CENTURION Agencies in Tier 1 are required to pay an annual Maintenance Fee which is twenty percent (20%) of the total initial Software License Fee of \$1340.05 per sworn user, or \$268.01 annually per sworn user. In the event a Tier 1 Agency terminates their membership or becomes an Inactive Member before the end of the year, the agency will forfeit any unused portion of the annual Maintenance Fee paid for that year. (*See Centurion Financial Section*)

The Host Agency will provide “best effort” in data extraction related to the terminated CENTURION Agency’s domain based upon a reasonable timeframe and available staff resources.

Executive Voting and Quorum

A CENTURION Executive Council will be established with each Tier 1 Executive member entitled to one (1) vote except that no single political jurisdiction or institute of higher education shall have more than one voting member, with the exception that the Host Agency’s CIO will also be a voting member of the Executive Council. Tier 2 Executive members may serve as non-voting members of the Executive Council.

The attendance of at least 51% of CENTURION Executive Council voting members is required to have a Quorum. All matters that are urgent in which a Quorum cannot be established will be handled by the Host Agency and brought to the CENTURION Executive Council at their next meeting with a Quorum. In the voting procedure, the majority vote of voting members present will carry.

The Host and Member Agencies are bound to the financial obligations expressly contained in this Agreement.

The CENTURION Executive Council does not vote on all customizations that are Agency specific unless it is determined that it could potentially impact the CENTURION RMS operations or integrity. If so, it will be escalated to the CENTURION NUG and/or CENTURION Executive Council to be addressed.

8.0 CENTURION OPERATIONS

All CENTURION Consortium members will utilize a shared environment containing CJIS Records with the Host Agency providing the infrastructure and day-to-day operations of the environment. The CENTURION RMS information may be shared/disseminated amongst all CENTURION Consortium members. All CENTURION RMS records will be maintained, vetted, and secured by the Host Agency. Individual agencies within the CENTURION Consortium will retain ownership of their own records and have access to shared records.

Incident Management

All Host Agency issues will be recorded via the Host Agency IT ticketing system. CENTURION Agency specific issues will only be recorded if they are escalated to the Host Agency. Any issues discovered by a CENTURION Agency will be directed to that Agency’s CENTURION RMS Administrator to be resolved. If the issue cannot be resolved, a ticket will be submitted to the Host Agency for investigation and resolution. The Host Agency will follow all current procedures for critical tickets including communications utilizing the Problem Incident Report (PIR) guidelines. (*See Appendix C: Service Level Agreement (SLA) for timing related to issues submitted.*)

Service Level Agreement (SLA)

The Host Agency will utilize their currently established SLA and NICHE's contracted SLA. The Host Agency's SLA is subject to change and any relevant updates that occur will be provided to all CENTURION Consortium members reflecting those changes. *(See Appendix C)* The Host Agency may monitor all connections to the CENTURION RMS environment to ensure operational performance and aid in troubleshooting in the event of an incident.

Data Exchange/Sharing

All CENTURION Consortium members agree to exchange data within the CENTURION RMS and understand that sharing this data does not constitute ownership, but is shared, in an effort to provide associated services for their agency.

Data Interfaces & Maintenance

CENTURION Agencies are responsible for providing the Host Agency verification of testing, accuracy, and schedules associated with implementation. The Host Agency will validate all data interfaces and schedule implementation based upon availability of resources. The Host Agency will monitor all data feeds for erroneous data and may reject or disconnect any data feeds that are not meeting the quality of standard for the Host Agency. CENTURION Agencies are required to perform regular maintenance, including all testing for upgrades and patches to ensure accuracy of data imports. Any suspicious data feeds/integrations may be terminated without notice to ensure the integrity of the CENTURION RMS for the Consortium.

It is the expectation that CENTURION Agencies will provide a good faith effort to deliver customized programming assistance to those agencies lacking IT structure. All customized programming integrations with the CENTURION RMS will be required to be tested by the Host Agency and/or documentation provided to sufficiently meet the Host Agency IT and Change Advisory Board (CAB) approval prior to implementation.

Data Backup and Recovery

The Host Agency will provide regular database backup of the CENTURION RMS based upon their current guidelines. The Host Agency will backup Centurion RMS (NICHE) database and application servers online for six months and will be replicated to the Host Agency's backup storage area network at the City of Temple's EOC facility. The Host Agency will also perform active monthly and yearly full backups; monthly where Veeam backup & Replication saves these backups to the long-term backup repository at the City of Temple's EOC. These backups will be used for major disasters requiring full recovery, and not for individual records or partial recovery. The Host Agency does not have the resources to provide individual agency data feeds or replicated data specific to any Centurion Agency. Doing so would be at the Host Agency's discretion.

High Availability and Disaster Recovery

The Host Agency will provide an environment with high availability for the CENTURION RMS infrastructure. In addition, two secondary sites will be established and maintained as a fail over in the event the primary site is unavailable for an unacceptable period of time as determined by the Host Agency. The two secondary sites will be located at the City of Killeen and Bell County Information Technology Data Centers.

The Host Agency will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimizes service disruption through automated failover and failback multi-site disaster recovery plans for planned migrations, disaster avoidance, and disaster recovery. This will automate the fail-over to either the City of Killen or Bell County Information Technology Data Centers. The Host Agency will be responsible for failing over unless there is a catastrophic outage, at which time, the Host Agency may call member agencies IT on-call personnel. The Disaster Recovery site is not expected to have the same level of performance as the primary site.

Scheduled CENTURION RMS Maintenance

The Host Agency will provide up to one upgrade per year, at their discretion and approval from the CENTURION Executive Council and Change Advisory Board (CAB). The Host Agency will apply patches during the scheduled maintenance window as approved by the CAB with advance notification to all Agencies. The CENTURION RMS standard maintenance window is the **first Sunday of the month from 2 a.m. to 5 a.m.** The Host Agency may extend or change the maintenance window by presenting this change to the CAB. Both upgrades and patches may require client software to be upgraded. It will be the responsibility of each Agency to complete these Agency client specific upgrades. The Host Agency will make NO CENTURION RMS CHANGES without approval of the CAB. All environmental changes will be reviewed by the Host Agency to determine if they need to engage the CENTURION CAB. All CENTURION Agencies are responsible for conducting testing of their CENTURION RMS domain prior to the changes approved by the CAB.

CENTURION RMS User Access Maintenance

Each CENTURION AGENCY is responsible for maintaining their terminated and new hire users utilizing their CENTURION RMS domain administrator account access. The Host Agency will conduct an annual audit of all CENTURION RMS user accounts to ensure both financial licensing and user access is up to date. (*See CENTURION Financial Section for additional information.*)

CENTURION RMS Agency Specific Configuration

Each CENTURION Agency will have one CENTURION RMS domain administrator account to manage their CENTURION RMS agency domain. The CENTURION RMS agency specific domain administrator can make configuration changes to their CENTURION RMS to meet their agency specific needs. The Host Agency provided a list of agency specific customization vs Host Agency customizations. (*See Appendix A*) In the event a customization is not available, a recommendation can be made to the CENTURION NUG for review.

CENTURION RMS Infrastructure Security

The Host Agency will manage all infrastructure security related to the CENTURION RMS infrastructure. CENTURION Agency staff will only have access to the CENTURION RMS solution, no further access will be granted. The Host Agency will notify all *CENTURION* Executives of issues that require escalation. In the event of a CENTURION Agency security issue, the Agency identifying the issue must notify the Host Agency within four (4) hours to determine what action, if any, is necessary to ensure the security of the CENTURION RMS environment. This action may include temporarily disconnecting the CENTURION Agency with the security issue until it is resolved. The Host Agency will determine if a notification is necessary for the all CENTURION Agencies.

Change Advisory Board – (CAB)

The Host Agency will manage a Change Advisory Board (“CAB”) with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment. Each CAB representative will receive one vote and must be present to vote, so that they can ask/answer questions related to the change request. All requests and approvals will be recorded, as well as each vote. The change request records will be made available to the entire CENTURION Consortium membership for review. In addition, all changes must be submitted at least 24 hours in advance of the CAB meeting and must include at a minimum a brief description of the change, business impact, and rollback plan. Any approved changes will follow the Host Agency’s procedures for communication with the completion of a Service Outage Request (SOR) notification.

Records Custodian- Public Information Act

Each Agency’s Records Custodian Representative will adhere to all CENTURION RMS standards as indicated within CJIS criteria as well as the Texas Public Information Act.

The data contained in the CENTURION RMS is of a highly sensitive nature, protected by laws, regulations, and policies from many forms of disclosure, and owned by each contributing CENTURION Agency. Access to and use of the CENTURION RMS and the data therein carries with it a significant burden of responsibility for each user and CENTURION Agency.

Data contributed to the CENTURION RMS is exposed to and viewable by the CENTURION Agencies unless the owner takes the necessary steps to hide the data through the setting of access control lists. CENTURION Agencies understand that their data is intended to be shared and that the sharing of data is fundamental to the purposes of a Consortium Records Management System and is the basis for the system’s power as a tool to make our communities safer and more secure.

Since CENTURION RMS involves the shared storage of data and the shared access to data of CENTURION Agencies, it is agreed that the data remains the property of the CENTURION Agency that created or granted access to the data. CENTURION Agencies further

acknowledge and agree that the data available through the shared service shall be used solely for valid law enforcement purposes, and shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties.

Each CENTURION Agency is responsible for responding to Public Information Act requests under **Chapter 552, Texas Government Code**, relating to data owned by its own CENTURION Agency which is contained in the CENTURION RMS. If a request is made to a CENTURION Agency for access to or release of data owned by another CENTURION Agency, the CENTURION Agency receiving the request shall direct the requestor to the correct CENTURION Agency.

Additional Services

Additional services can be arranged as needed by any *CENTURION* Agency with any other member. These arrangements are not part of this Agreement, however, all terms and conditions of this Agreement remain in effect and enforced.

9.0 CENTURION FINANCIAL SECTION

All agencies participating within the CENTURION Consortium will agree to fulfill all financial obligations related to the administration and operation of the CENTURION RMS. (See Appendix B) Maintenance costs will be allocated to each agency as a percentage of sworn users for that agency. An administration hosting fee will be assessed at a fixed rate per user to assist with IT operating costs for the Host Agency. All fees (annual maintenance and host fees) will be made payable to the City of Temple no later than **December 1st** of each year. Any CENTURION Agency that fails to pay for their maintenance and/or hosting fee may be deemed an “Inactive” CENTURION Agency until such time as payments are received.

There will be an annual “true up” of each CENTURION Agency’s user numbers by the Host Agency between July-September of each year. CENTURION Agencies will be required to provide accurate sworn and civilian employee numbers at that time for the following year. Those adjusted user numbers will be applied for the invoicing in the following year, unless there is a significant agency user count change during the year that increases the Host Agency’s costs. If this occurs, that CENTURION Agency may be required to pay those additional maintenance and hosting fee costs at the time of that change.

Initial Software Usage Fee (License Fee)

This Initial Software Usage (License) Fee applies to Tier 1 agencies only. The initial License Fee is \$1340.05 per sworn user. Member agencies will remit payment to the Host Agency based on the contractual milestone or timeline agreement outlined in the contract between the City of Temple and NicheRMS.

Addition or Removal of Sworn Users

Should an agency add or remove sworn users from their RMS “roster”, the Agency’s reestablished number of sworn users will be eligible for an adjusted percentage of costs allocated to the maintenance fee. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable, as the scheduled financial responsibility of that Agency has already been distributed for vendor payment, which is a crucial factor for the successful operation of the CENTURION Consortium.

All additional sworn users added by an agency will require the agency to pay for a full cost license, hosting fee, and will increase their annual maintenance fee accordingly.

Addition or Removal of Civilian User

Should an agency add or remove civilian users from their CENTURION RMS “roster”, the agency’s reestablished number of civilian users will be eligible for an adjusted (reduction or increase) cost related to the Host Agency hosting fee after the annual “true up”. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable.

Annual Software Maintenance Fee

This fee applies to Tier 1 agencies at a rate of 20% of the license fee (\$1340.05) or \$268.01 per sworn officer annually based upon the allocated number of sworn officer licenses. Any licenses purchased above the original allocated number will increase the annual software maintenance fee at a rate of 20% of the license fee (\$1,340.05) or \$268.01 per sworn officer.

5-Year Lock: The Annual Software Maintenance Fee will be locked for five years at a rate of 20% of the license fee. The 5-year lock will commence at the point at which maintenance fees are due, following completion of the implementation and warranty or “go live” phases and will continue for five (5) consecutive years thereafter.

Rate Increases: At the conclusion of the 5-year lock period, the CENTURION Consortium is aware that the rate may increase due to inflation. CENTURION Software Maintenance Fee adjustments will be based on an evaluation of the rate of inflation as reflected by the Consumer Price Index.

Notice: The Host Agency will provide written notice of a rate increase to member agencies no later than February 1st of the year in which the increase will take effect on or after October 1 of the same year.

Annual Hosting Fee

The Hosting Fee is assessed to assist in offsetting the technology infrastructure and support costs for the Host Agency. This fee applies to Tier 1 agencies at a rate of \$85 per user (sworn & non-sworn) in the CENTURION NICHE Solution. Increases to this fee will be limited to no more than 5%

annually for the first 2 years. The fee will be reviewed every two (2) years. Interim reviews may be triggered by unusual events, such as the exit of a large agency from the Centurion Consortium.

The annual Hosting Fee includes computer, storage, and disaster recovery. All additional users added by an agency will require the agency to pay the additional Hosting Fee for the added user.

Optional Fees

Fees for data conversion, integration, or training beyond what is already mentioned in this Agreement are not included in any of the costs. Each agency is responsible for addressing fees for these additional services, if necessary. Optional fees depending on the agency's preference may include the following:

Optional NICHE Provided Training Fees	\$1,800 per day <i>(plus T&E)</i>
Optional NICHE Provided Data Conversions	\$1,800 per day <i>(plus T&E)</i>
Optional NEW NICHE Built Custom Interfaces	\$1,800 per day

NOTE: All existing NICHE interfaces are at no cost

Annual Fee Reporting & Adjustments

The Host Agency will provide an annual report to the CENTURION Executive Council on the CENTURION RMS fees paid and expenses incurred by the HOST AGENCY related to the CENTURION RMS. During the annual review, should the CENTURION RMS Hosting Fees not align with services provided, or should unforeseen expenses arise that are required to sustain the CENTURION RMS, a recommendation from the Host Agency will be reviewed by the CENTURION Executive Council. All CENTURION Hosting Fee recommended adjustments will be reviewed by the CENTURION Executive Council for approval by the CENTURION Host Agency and Member Agency Executives.

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Bell County

David Blackburn
Bell County Judge

Eddy Lange
Bell County Sheriff

Pat A. Duffield
Constable Precinct 1

Rolly Correa
Constable Precinct 2

Devin Rosenthal
Constable Precinct 3

Martha Dominguez
Constable Precinct 4

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Belton
Police Department**

Wayne Carpenter
Mayor

Sam A. Listi
City Manager

Gene Ellis
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Copperas Cove
Police Department**

Bradi Diaz
Mayor

Ryan Haverlah
City Manager

Eddie Wilson
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Harker Heights
Police Department**

Spencer H. Smith
Mayor

David Mitchell
City Manager

Phil Gadd
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Killeen Police Department

Jose L. Segarra
Mayor

Kent Cagle
City Manager

Charles Kimble
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Killeen Independent School District
Police Department**

Joann Purser
Board President

John M. Craft
Superintendent

Ralph Disher
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Nolanville
Police Department**

Andy Williams
Mayor

Kara Escajeda
City Manager

Michael Hatton
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Morgans Point Resort
Police Department**

Dennis Green
Mayor

Dalton Rice
City Manager

Charles Cline
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Salado Police Department

Michael Coggin
Mayor

Don Ferguson
Village Administrator

Pat Boone
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Temple
Police Department**

Tim Davis
Mayor

Brynn Myers
City Manager

Shawn Reynolds
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Texas A&M University Central Texas
Police Department**

Marc A. Nigliazzo
President

Andrew Flores
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Troy
Police Department**

]

Michael Morgan
Mayor

Gary O. Smith
City Manager

Suzanne Martin
Chief of Police

**Agency License, Hosting, and
Maintenance Cost Estimates**

CENTURION

**Central Texas Uniform Reporting
Information Network**

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Appendix A

Note: Actual costs must be verified with the Centurion Host Agency Executives. Some costs may potentially be adjusted, depending upon the Agency’s go-live date. This estimate includes license fees, hosting fees, and annual maintenance fees, only. Other fees may apply.

Step	Calculation	Result
1	Identify the number of Sworn Officers (SO)	SO =
2	Identify the number of Civilian System Users (CU)	CU =
3	Sum up the Total Users (TU): $TU = SO + CU$	TU =
4	Calculate the License Fee (LF): $LF = SO \times \$1400$	LF =
5	Calculate annual Hosting Fee (HF): $HF = TU \times \$84$	HF =
6	Calculate Annual Maintenance (AM): $AM = LF \times (20\%)$	AM =
7	Calculate First Year Costs (FYC): $FYC = LF + HF$	FYC =
8	Calculate annual Costs for Future Years (CFY): $CFY = AM + HF$	CFY =

Example: 10 Sworn Officers and 20 Civilian Users

1. $SO = 10$
2. $CU = 20$
3. $TU = 30$
4. $LF = 10 \times \$1340.05 = \$ 13,400.05$
5. $HF = 30 \times \$84 = \$ 2,520$
6. $AM = \$13,400.05 \times .20 = \$ 2,680.01$
7. $FYC = \$13,400.05 + 2,680.01 = \$ 16,080.15$
8. $CFY = \$ 2,680.01 + \$ 2,520 = \$ 5,200.01$

Service Level Agreement (SLA)

Host: City of Temple

CENTURION

**Central Texas Uniform Reporting
Information Network**

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Appendix B

1. SERVICE LEVELS

- a. The City of Temple will supply the following services to the extent required by this agreement:
- Technical Assistance
 - Database analysis and diagnostics
 - Software maintenance support
 - Updates and revisions
- b. Support Organization
- The City of Temple will provide a single 24-hour support telephone number for logging all requests for support from the customer, together with e-mail helpdesk address strictly for NICHE support issues.
 - The City of Temple will ensure that the support telephone number is monitored on a 24/7 basis including all public holidays, either by on-duty staff or via an automated paging system.
 - The City of Temple will allocate each call a unique helpdesk reference number, which will be made available to the customer and against which all information relevant to the call can be accessed.
 - The City of Temple will provide technical advice and support as necessary to resolve the customers difficulties and queries in support of the issue. If the City of Temple cannot determine the issue we will contact NICHE support The customer will ensure that only authorized CUSTOMER personnel contact the City of Temple.
- c. Service Level Definitions
- The following definitions of terms are used in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The system is not operational or one or more core business functions are not operational.
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.
3	Low	The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i>
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, <i>etc.</i>

- d. Assigning of calls to categories will be the responsibility of the customer. Clearing of a call will require the customer agreement. Any call can be re-categorized by the CUSTOMER, in discussion with the City of Temple, at any time.
- e. Initial response is the first communication (typically by telephone or e-mail) from the City of Temple in reply to a reported issue indicating its current status and action being taken.
- f. Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.
- g. Reporting Issues
 - High or medium priority issues shall be reported in a telephone call to the City of Temple Help Desk at 254-298-5209.
 - Low or nuisance priority issues shall be reported by e-mail to the following address rmshelp@templetx.gov.
 - Low or nuisance priority issues will not receive an immediate response outside City of Temple business hours of 8:00 am to 5:00 pm Monday to Friday central standard time (CST).
- h. Service levels from the time the call is logged during business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	15 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	30 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

The customer acknowledges that there are some problems, particularly ones of an intermittent nature that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. The City of Temple will work with NICHE and agrees to diagnose and fix these problems on a best effort basis.

- i. Service levels from the time the call is logged outside of normal business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	30 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	60 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

2. SYSTEM AVAILABILITY

- a. System availability is defined as the fraction of the time that the major business-critical functions of the system are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software, or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime.
- b. For example, if, in a 30-day month (720 hours), the system had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:
- $A = (720 - 2 - 3) / (720 - 2) = 99.58\%$
- c. We will be targeting system availability at 99.9%.

3. SOFTWARE CHANGES

- a. In the event of a software issue being identified within the Software that must be fixed by a software change, through NICHE, the process of delivering a solution will be as follows:
- If a software change is being required in order to achieve Resolution as part of the NICHE’s support service, this will be provided in the form of a Patch as soon as possible in order to meet the defined service levels.
 - In all other circumstances, NICHE and the customer will jointly assess the priority for providing the software change to the City of Temple based on aspects such as the nature and scope of the issue, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software

Release. NICHE and the City of Temple may agree that either an emergency Patch or an additional Release is required to fix the problem.

- Unless otherwise agreed by the SERVICE PROVIDER and the CUSTOMER, fixes will be included in a future (normally the next) Release.

4. SOFTWARE MAINTENANCE

- a. There will be two types of software change provided by NICHE:
 - A Patch: a software update issued to resolve an issue. This will be provided to the City of Temple within the specified service response time.
 - A Release: A scheduled software maintenance Release.
- b. All Patches and Releases will be implemented only with the prior agreement of the City of Temple and its customers. The City of Temple reserves the right to decide when to implement a Patch or a Release.
- c. A Release: a scheduled software maintenance Release.
- d. Prior to implementation, NICHE is to provide the City of Temple with a description of any issues that will be fixed or enhanced as well as any adverse effects of, on the implementation of, each Patch/Release.
- e. NICHE will perform comprehensive Factory Testing on all Releases prior to issuing them to the City of Temple and provide the City of Temple with sufficient assistance, support and advice to enable the City of Temple to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.
- f. When the City of Temple implements a new Release, then such a Release shall thereby become the current Release.
- g. NICHE will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the CUSTOMER or remote installation of the software.

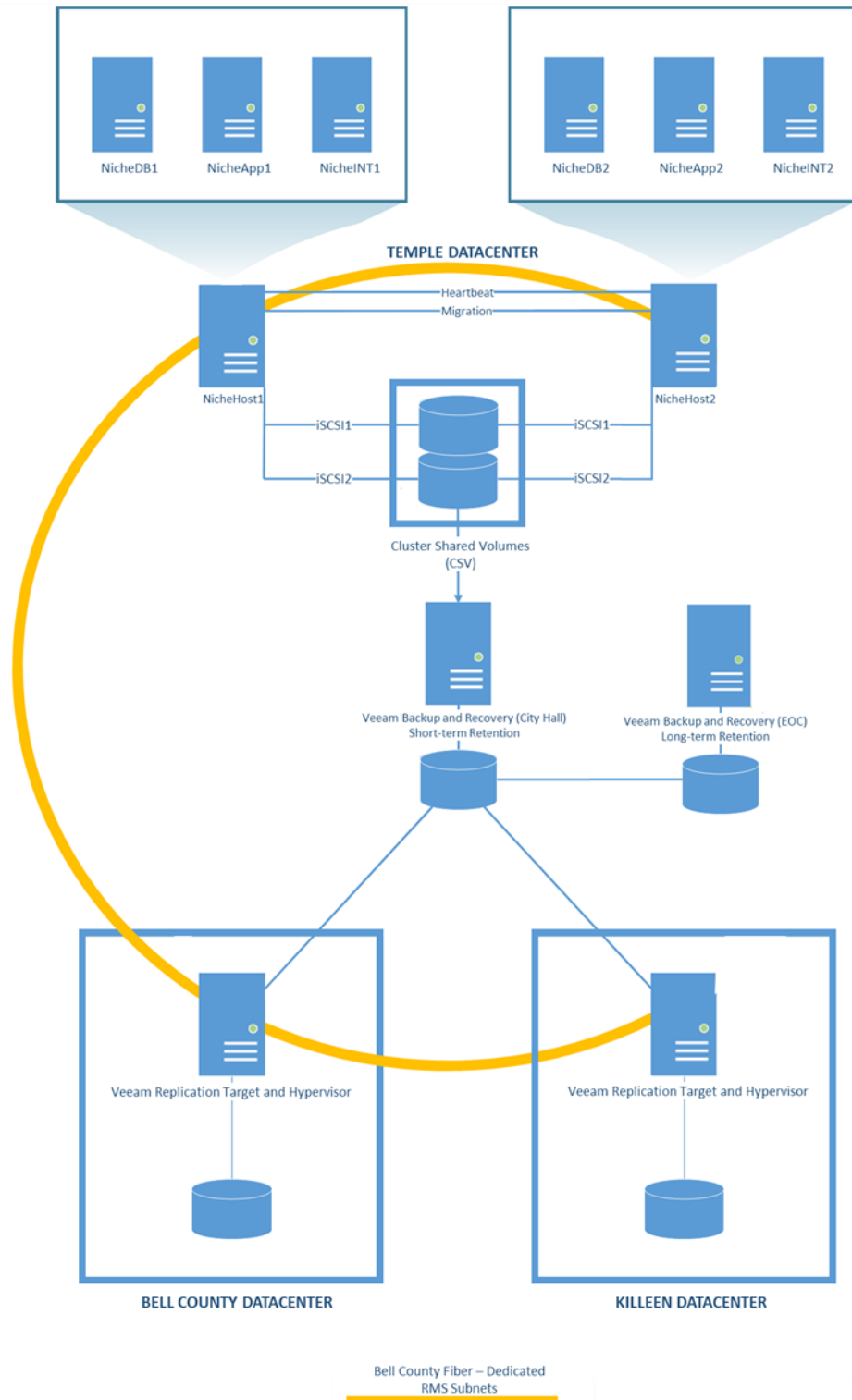
5. APPLICATION SOFTWARE RELEASES

- a. NICHE will notify the City of Temple of any improved or updated versions of the Software, which NICHE will from time to time make. Together with this notification, NICHE will provide the City of Temple and CENTURION Agencies with an explanation of the nature, adverse effects, any cost implications, if any, and an implementation plan of such a Release. Such explanation will be sufficient to enable the City of Temple and CENTURION Agencies to judge whether the new Release will be appropriate to the City of Temple and CENTURION Agencies requirements.
- b. NICHE will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

6. FAIL-OVER & DISASTER RECOVERY SOLUTION

- a. The City's Fail-Over design includes a primary high-availability server at the City of Temple and backup servers at Bell County and City of Killeen data centers. This design will replicate data every five minutes from the primary server to the two backup servers.
- b. The City will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimize service disruption through automated failover and failback of multi-site disaster recovery plans for planned migrations, disaster avoidance and disaster recovery. This will automate the fail-over to either City of Killeen or Bell County servers. The City of Temple will be responsible for failing over unless there is a catastrophic outage at which time, we may have to call the agencies IT on-call personnel.
- c. The City of Temple will backup Niche database and application servers online for six months and will be replicated to our backup storage area network at the City of Temple's EOC facility. The City of Temple will perform active monthly and yearly full backup's using Veeam backup & replication where it will be sent to the City of Temple EOC facility.
- d. The Fail-Over solution will follow the following design:

Proposed Niche Fail-Over Server Design



INTERFACES

Developed and/or Approved by NICHE

CENTURION

**Central Texas Uniform Reporting
Information Network**

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Appendix C

NICHE365 has developed and/or approve the use of Interfaces to the following:

- Motorola
- Intergraph CAD
- Easystreet Draw
- IAPro
- MorphTrack
- MorphTrust
- Crossmatch
- Midas
- Tyler Justware
- Coplink
- Coplogic
- Watchguard
- BuyCrash
- FileOnQ
- Crime Reports
- Appriss
- FATPOT
- TraCS
- TEG CAD
- Laserfiche
- Omnixx
- Interact
- Tritech
- Livescan