

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH ARAPAHOE COUNTY FOR DISPATCH SERVICES IN 2026**

WHEREAS, C.R.S. Section 30-11-410, as amended, authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. Section 29-1-203 further authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for receiving services; and

WHEREAS, Arapahoe County ("the County") has provided public safety communications dispatch services ("Dispatch Services") through the Arapahoe County Sheriff's Office to the City for decades and has done so by intergovernmental agreement since 2010; and

WHEREAS, the City and the County, as Colorado governmental entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City has requested that the County continue to provide Dispatch Services to the City for 2026; and

WHEREAS, the City and the County agree that such intergovernmental cooperation creates efficiencies in operation, resources and cost, and thus furthers the public health, safety and welfare of the residents of the City and County; and

WHEREAS, the City and County desire to enter into the attached Agreement for Dispatch Services ("Agreement") in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby approves the attached Agreement for Dispatch Services between the City of Cherry Hills Village and the Board of County Commissioners of the County of Arapahoe in the not to exceed amount of One Hundred Sixty Thousand Two Hundred Seventy-Five Dollars and-Sixty Seven Cents (\$160,275.67), and authorizes the Mayor to execute said Agreement.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this 18th day of November, 2025, by a vote of 6 yes 0 no.

(SEAL)

Kathleen Brown
Kathleen Brown, Mayor

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

**ATTACHMENT TO RESOLUTION 30, SERIES 2025:
INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY
FOR DISPATCH SERVICES IN 2026**

**City of Cherry Hills Village, Colorado
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: Information Technology (IT) Support Services

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 19th day of November 2025, by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado, with offices at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the "City"), and Bross Group, LLC, a Colorado limited liability corporation with a principal office street address of 5610 Ward Road, #300, Arvada, CO 80002 ("Contractor") The City and the Contractor may be referred to collectively as the "Parties" and each individually as "Party."

WITNESSETH

WHEREAS, the Parties entered into that certain Professional Services Agreement, dated October 28, 2020, and subsequent First Amendment dated December 18, 2024 (together, the "Agreement"), pursuant to which Contractor provides the City with information technology support services; and

WHEREAS, the Parties desire to extend the term of the Agreement such that the Contractor may continue to provide IT services to the City through December 31, 2026 (the "2026 Services"); and

WHEREAS, the Parties desire to provide compensation for the 2026 Services and to ensure that Contractor agrees to abide by all security requirements set forth in the Management Control Agreement Regarding Colorado Bureau of Investigation and FBI Criminal Justice Information Systems; and

WHEREAS, Sections I.B. and XII.F of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the City and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** Section II.A. of the Agreement is hereby amended to read in full as follows:
 - A. **Term.** This Agreement shall commence on the date of mutual execution by the Parties (the "Effective Date") and shall remain in full force and effect through and including December 31, 2026, unless earlier terminated as described herein ("Termination Date").

4. **Not-to-Exceed Amount.** The Not-to-Exceed Amount set forth in Section IV.A of the Agreement shall be increased in the amount of **One Hundred Forty-Seven Thousand Seventy-Two Dollars and No Cents (\$147,072.00)** to compensate the Contractor for Services provided in 2026, for a total not-to-exceed amount of **Six Hundred Ninety-Five Thousand Five Hundred Thirty Dollars and No Cents (\$695,530.00)**.
5. **Exhibit B - Compensation for Calendar Year 2026.** Exhibit B-1 to the Agreement is hereby superseded and replaced by **Exhibit B-2, 2026 Compensation**, a copy of which is attached hereto, to reflect the rates and/or compensation methodology for Services to be rendered in 2026.
6. **Section IX Revised.** Section IX of the Agreement, entitled "Illegal Aliens," is hereby amended to read in full as follows:

IX. Reserved.

7. **New Sub-section XII.V.** Section XII of the Agreement is hereby amended by adding a new sub-section XII.V, to read in full as follows:

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

8. **New Section XIII. MANAGEMENT CONTROL AGREEMENT (CRIMINAL JUSTICE INFORMATION).** The Agreement is hereby amended by adding a new Section XIII to read in full as follows:

XIII. MANAGEMENT CONTROL AGREEMENT (CRIMINAL JUSTICE INFORMATION).

Contractor acknowledges and agrees that: (a) for purposes of **Exhibit C**, referenced below, it is a non-criminal justice agency; (2) it provides services in support of the City of Cherry Hills Village Police Department, a criminal justice agency; and (3) therefore, as a condition of this Agreement, agrees to abide by all current and hereafter approved rules of the Colorado Bureau of Investigation and Federal Bureau of Investigation and further, agrees to sign and abide by the Management Control Agreement Regarding Colorado Bureau of Investigation and FBI Criminal Justice Information Systems ("Management Control Agreement") and all terms and requirements thereof, attached hereto as **Exhibit C**, and provide a copy of such signed Management Control Agreement to the City's Chief of Police immediately upon executing this Agreement.

9. **Incorporation of Exhibits.** Unless otherwise stated in the Agreement, exhibits, applications, or documents referenced in this Agreement, as amended, shall be incorporated into the Agreement for all purposes. In the event of a conflict between any incorporated exhibit and the Agreement, the provisions of the Agreement shall govern and control.

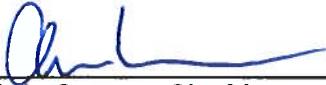
- 10. Force and Effect of Amendment.** Notwithstanding anything in the Agreement to the contrary, the Agreement shall be amended such that all references in the Agreement to "Agreement" shall refer to the Agreement as amended by this Second Amendment.
- 11. Conflict.** This Second Amendment is and shall be construed as part of the Agreement. In case of any inconsistency between this Second Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.
- 12. Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Professional Services Agreement, to be effective as of **January 1, 2026**. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

SIGNATURE PAGES FOLLOW

THIS SECOND AMENDMENT is executed and made effective as provided above.

**CITY OF CHERRY HILLS VILLAGE,
COLORADO**

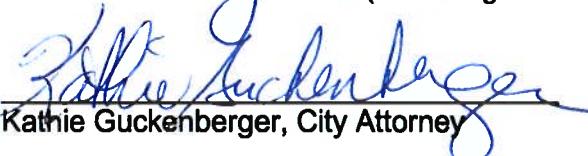
By: 
Chris Cramer, City Manager
Per Resolution 18, Series 2024

Date of execution: November 19, 2025

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM (excluding exhibits):


Kathie Guckenberger, City Attorney

BROSS GROUP, LLC:

By: Scott A. Porter

Printed Name: Scott A. Porter

Title: General Manager

Date of execution: November 6, 2025

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Second Amendment to Professional Services Agreement was subscribed, sworn to and acknowledged before me this 6th day of November, 2025, by Scott Porter as General Manager of Bross Group, LLC, a Colorado limited liability corporation.

My commission expires: 10/29/29

(S E A L)

Laura Gillespie
Notary Public

LAURA GILLESPIE
Notary Public
State of Colorado
Notary ID # 20094032978
My Commission Expires 10-29-2029

EXHIBIT B-2
2026 COMPENSATION

For the year ending December 31, 2026, the City shall pay the Contractor for the Services on a monthly basis in the amounts set forth below:

<u>Year</u>	<u>Compensation Per Month</u>	<u>Total Compensation Per Year</u>
2026	\$8,575.00	\$102,900

The City shall pay the Contractor for Managed Services on a monthly basis in the amounts set forth in the table below for the contract year 2026.

<u>Managed Service</u>	<u>Compensation Per Month</u>	<u>Total Compensation Per Year</u>
Microsoft Teams and MS Office 365 subscriptions	\$1,822	\$21,864
Cloud Storage	\$750	\$9,000
Web Filtering	\$702	\$8,424
Advanced Integrated Endpoint monitoring	\$407	\$4,884

There shall be no reimbursable expenses.

Contractor will provide the Services under a Block of Hours approach, and the monthly compensation amounts stated above shall include:

- Monthly BOH 105 hours of service per month ("Monthly Service Hours")
- Annual BOH 20 hours of annual support for holiday and after-hours support

If the City does not use all Monthly Service Hours in a month, those hours will roll over into the next month and for any succeeding months in which they remain unused, and shall remain available for the City's use for the term of this Agreement.

If the City requires additional Monthly Service Hours in any given month, Contractor shall provide additional services ("Help Desk Support Overage Hours"). Contractor shall include any Help Desk Support Overage Hours, Help Desk Support and Special Support Services the City uses on its monthly invoice to the City, and the City shall pay the Contractor for such Help Desk Support Overage Hours, Help Desk Support and Special Support Services in accordance with the terms of this Agreement at the rates set forth in the table below:

Matrix for Annual Support	Description	Hourly Rate
Help Desk Support Overage	Support provided over the monthly block of 100 hours	\$90.00
Help Desk Support	Saturdays, Sundays, City holidays, or weekdays before 7:30 a.m. or after 5 p.m. (if needed) once Annual Support hours are consumed [20 hours]	\$115.00
Special Support Services	Off hours support to minimize interruptions during office hours	\$115.00

Contractor shall not perform help desk support overage, help desk support, or special support services unless and until the City representative has authorized Contractor to provide such additional services. Contractor shall provide the City representative with a written estimate including: the number of hours a job will take; the rates to be charged; and a not to exceed total amount for additional services, and the City shall authorize Contractor to perform such services in writing before Contractor may commence performance of the additional services.

**MANAGEMENT CONTROL AGREEMENT
REGARDING
COLORADO BUREAU OF INVESTIGATION AND FBI
CRIMINAL JUSTICE INFORMATION SYSTEMS**

The purpose of this document is to establish and enforce Security Control of the access and use of the Colorado Bureau of Investigation's (CBI) Colorado Crime Information Center (CCIC) database and associated CJIS systems (NCIC, Nlets, etc.) in a location where access to and/or use of that system is accomplished by a criminal justice agency with the assistance of a non-criminal justice governmental agency. This document places Security Control of that access and use under the authority of the criminal justice agency.

This document is an agreement between

The Cherry Hills Village Police Department, and Bross Group LLC

the "non-criminal justice agency" providing services in support of the criminal justice agency in the execution of its duties under the "administration of criminal justice."

Whereas the non-criminal justice agency manages the associated computer and/or equipment and personnel that provide the criminal justice agencies with access to CCIC and associated CJIS systems, and

Whereas the non-criminal justice agency through the Communications Supervisor performs certain functions of the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC) for the criminal justice agency, and

Whereas the criminal justice agency has signed an agreement with the Colorado Bureau of Investigation to use and participate in the state's telecommunications networks and associated systems, and

Whereas the state transmits state and national criminal history information over those networks, and

Whereas the state participates in the FBI CJIS Systems which require that all access to the FBI CJIS Systems be controlled by the *FBI CJIS Security Policy*, and

Whereas the CJIS Security Policy requires that the State CJIS Systems Agency (CSA) (i.e., the Colorado Bureau of Investigation) establish "Security Control," for that access, and

Whereas Security Control is defined as the ability of the CSA or criminal justice agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel; and
2. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CJIS systems used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Whereas the Colorado Bureau of Investigation defines management control as the authority and responsibility to enforce Security Control as herein defined,

Therefore, be it resolved that this agreement hereby places the technical services division under the management control, as herein defined, of the criminal justice agency.

SECURITY

The non-criminal justice agency agrees to abide by all current and hereafter approved rules of the Colorado Bureau of Investigation and Federal Bureau of Investigation, including but not limited to all requirements of the *CJIS Security Policy*. The compliance with those requirements shall be determined by the criminal justice agency and the CBI.

Computers having access to CCIC/NCIC must have the proper software and hardware controls, implemented under the supervision of the criminal justice agency, to prevent criminal history and other CJIS data from being accessible to any terminals other than authorized terminals.

The non-criminal justice agency must allow adequate physical security, as required by the *CJIS Security Policy* and determined by the criminal justice agency, to protect against any unauthorized personnel gaining access to the terminals, computer equipment, or any of the stored data.

Personnel at the criminal justice agency site, or with remote access to the criminal justice agency's data, must be screened thoroughly under the authority and supervision of the criminal justice agency, in accordance with CCIC/NCIC policy. This screening applies to criminal justice and non-criminal justice personnel, including non-criminal justice maintenance and technical personnel. This screening will be done under the guidelines established in the *CJIS Security Policy*. Decisions by the criminal justice agency related to personnel are limited to the inclusion or exclusion of personnel from the criminal justice agency, according to the guidelines established by the *CJIS Security Policy* and implemented by CCIC Policy.

All visitors to the criminal justice agency and the technical services division must be accompanied by staff personnel at all times.

All terminals and network equipment having access to the state's law enforcement networks must be physically placed in secure locations, as required by the *CJIS Security Policy* and determined by the criminal justice agency.

Access to all terminals and network equipment that protects and/or transmits the criminal justice data must be restricted to the minimum number of authorized employees needed to complete the work.

Printed copies of criminal history data obtained from CCIC/NCIC must be afforded security to prevent any unauthorized access to or use of the data. When the printout is no longer needed, it must be filed in a secure file or destroyed.

No dial-up access will be permitted to a computer or a terminal with access to the state's law enforcement network unless that dial-up access has been approved by the criminal justice agency and the state.

No terminal will access the state's law enforcement networks, and no data will be requested or obtained through these networks without the approval of the criminal justice agency.

No changes will be made to the configuration of the networks accessing the state's law enforcement network without prior approval of the state.

TRAINING

Personnel at the criminal justice agency site, or with remote access to the criminal justice agency's data, must take Security Awareness training within 6 months of initial assignment, and biennially thereafter, as required by the *CJIS Security Policy*. This training and certification applies to criminal justice and non-criminal justice personnel, including non-criminal justice maintenance and technical personnel. This training shall include, at a minimum, the topics required by the *CJIS Security Policy*.

MONITORING AND AUDITING

The non-criminal justice agency agrees to allow the criminal justice agency and CBI necessary access, as determined by CBI and the criminal justice agency, to the physical locations, any computer programs, any computer files, and/or network activities necessary to implement and enforce security control as defined by the *CJIS Security Policy*. The criminal justice agency, in accordance with CCIC/NCIC policy, has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the non-criminal justice agency.

CBI and FBI audits of the technical services division will be to determine whether policies have been established by the criminal justice agency and implemented by the non criminal justice agency.

GENERAL

The criminal justice agency will not manage the day to day operations of the technical services division, but may establish and enforce the priorities necessary to meet CBI and FBI policies regarding system use.

The non-criminal justice agency agrees to cooperate with the criminal justice agency in the implementation of this agreement, and to accomplish the directives of the criminal justice agency under the provisions of this agreement.

Non-Criminal Justice Agency



Signature

Scott A. Porter

Printed Name

General Manager

Title

Nov 6 2025

Date

N/A

Signature

N/A

N/A

Title

N/A

Date

Criminal Justice Agency



Signature

Jason Lyons

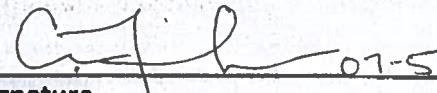
Printed Name

Chief of Police

Title

02/08/2024

Date



Signature

Casey Firko

Printed Name

Sergeant

Title

02/08/2024

Date

APPENDIX A

Appropriate environmental security measures would include:

- a) A back-up power supply or uninterruptible power source.
- b) Environment monitors and controls for temperature, air conditioning, humidity, etc.
- c) Emergency lighting.
- d) Adequate fire detection/suppression devices.
- e) Emergency shutdown of system and/or power devices.
- f) Duplicate computer files, if applicable, (as a countermeasure for unauthorized destruction of original files) which are to be maintained off premise. Computer tapes or discs should be locked in a safe (fireproof) storage area under the control of senior agency personnel. Secondary storage (off-site location) will be used to back-up.

APPENDIX B

The standards apply to all personnel with access to network systems as defined in Title 28 CFR, Part 20 to CHRI data, including, but not limited to:

- a) Management personnel who direct criminal justice related software, hardware, or dispatch functions.
- b) Supervisory personnel who supervise criminal justice related software, hardware, or dispatch functions; or have terminal access to criminal justice data either directly or through their subordinates; or who have general responsibility for criminal justice related data storage, switching, transmission and logging.
- c) Personnel involved in analysis, evaluation and/or programming of criminal justice related data stored, switches, transmitted or logged by the center.
- d) Non-Data processing personnel who regularly provide necessary software or hardware installation, modification or maintenance in the dispatch center.
- e) Non-Data Processing personnel who provide temporary and necessary software, hardware or telecommunications installation, modification or maintenance, or such other services as deemed necessary by the Communications Supervisor.
- f) All other persons with direct access to the dispatch center or terminals with access to the state's telecommunications system.