

**HEXAGON UNIFIED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT
SUITE HxGN ONCALL SUITE
GOVERNANCE AGREEMENT BETWEEN
CITY OF RENO, CITY OF SPARKS, WASHOE COUNTY, AND REMSA**

This Agreement shall become effective upon execution by the Partner Agencies. This Agreement supersedes and replaces all previous agreements.

1. Purpose and Intent of Agreement

- 1.1. This Governance Agreement (“Agreement”) between the City of Reno, the City of Sparks, Washoe County, and the Regional Emergency Medical Services Authority (REMSA) (“Partner Agencies”) provides for the operation of the HxGN OnCall Suite and supersedes all agreements previously entered into for the operation of computer aided dispatch. The City of Reno, the City of Sparks, Washoe County, and REMSA seek to enter into this Agreement for the collective goal of designing a dispatch and regional 911-call process that serves the community by prioritizing the user experience and the appropriate deployment of resources through a reduction in duplicated processes, improved use of technology and resources, and simplified governance.
- 1.2. WASHOE COUNTY is the partner agency that is the contracting party, for itself and the Partner Agencies, with Intergraph Corporation through its Hexagon Safety, Infrastructure, & Geospatial division (“Hexagon”), which provides the HxGN OnCall Suite. Nothing contained in this Agreement shall affect the contractual rights between Washoe County and Hexagon in provision of the HxGN OnCall Suite. The City of Reno, the City of Sparks, Washoe County, and REMSA will each independently manage day-to-day operations of the HxGN OnCall Suite, subject to guidance from the Manager’s Board and the Executive Board, and subject to all terms and conditions included in the Primary Contracting Document and the Master Terms and Conditions between Washoe County and Hexagon and any Order and/or Statement of Work thereunder.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2. Definitions

- 2.1. “HxGN OnCall Suite” or “System” shall refer to the group of software products, including OnCall Dispatch, OnCall Records, database software, load balancing software, and other supporting software; and hardware infrastructure on which the OnCall and supporting software is installed. The hardware infrastructure includes the

servers, disk storage, and network switches necessary to maintain system accessibility.

2.2. Partner Agencies

2.2.1. The Partner Agencies shall refer to Washoe County, the City of Reno, the City of Sparks, and REMSA.

2.3. User Agencies

2.3.1. The User Agencies shall refer to entities that have an operational need to access the HxGN OnCall Suite and are under contract with and sponsored by a Partner Agency that provides primary call taking and/or dispatch services for the User Agency. User Agencies must sign a separate agreement outlining their contractual obligations to the applicable Partner Agency prior to acceptance as a User Agency.

2.3.2. In order to become a User Agency, one or more Partner Agencies must sponsor the addition of the User Agency by providing written notification to the Manager's Board of the Partner Agency's intent to sponsor the proposed User Agency, and a copy of the draft contract between the Partner Agency and proposed User Agency which specifies the terms and conditions of that sponsorship. The Partner Agency sponsoring the addition of a User Agency will complete and submit an impact assessment to the Manager's Board which will detail the impact of the proposed system expansion, including any increase in HxGN OnCall Suite costs. A proposed User Agency must be accepted by a majority vote of the total membership of the Manager's Board. Each User Agency will be responsible for paying the additional expenses resulting from the addition of the User Agency as well as the expenses for the User Agency's proportionate use of the system as determined by the funding formula in Exhibit A.

3. HxGN OnCall Suite Governance

3.1. The overall goal in governing the HxGN OnCall Suite shall be to establish operational, executive, and management structures that will provide the opportunity for Partner and User Agencies to actively participate in the ongoing administration and management of the HxGN OnCall Suite throughout the term of this Agreement.

3.2. The HxGN OnCall Suite Manager's Board, Executive Board, and Change Advisory Board are established by this Agreement. The duties and responsibilities of the Manager's Board, Executive Board, and Change Advisory Board are set forth in

Sections 4, 5, and 6, respectively. All boards shall follow the open meeting law, NRS Chapter 241.

3.3. The governance objectives include:

- 3.3.1. Providing a structure that enables administrative, operational and fiscal review of the operation of and maintenance of the HxGN OnCall Suite by the Partner and User Agencies;
- 3.3.2. Establishing a governance structure that facilitates decision-making;
- 3.3.3. Allowing for effective management and maintenance of the HxGN OnCall Suite;
- 3.3.4. Developing a governance structure that will remain flexible and meet the needs of the Partner and User Agencies during the term of the Agreement.

4. Manager's Board

- 4.1. The Manager's Board consists of five persons, including the Reno City Manager, the Sparks City Manager, the Washoe County Manager, the REMSA Chief Executive Officer, and the Executive Board Chair.
 - 4.1.1. The Executive Board Chair will attend Manager's Board meetings as a non-voting member.
- 4.2. At the first meeting of each odd numbered fiscal year (July 1-June 30), the Manager's Board shall elect a Chair. The Chair shall be chosen from among the City Managers of the City of Reno and the City of Sparks or the Washoe County Manager. The Chair shall be responsible for reviewing draft agendas for upcoming Manager's Board meetings and presiding over the meetings.
- 4.3. The Chair of the Manager's Board will provide administrative staff from their respective jurisdiction to provide notice of meetings, prepare and post agendas, and take minutes at that Partner Agency's expense. Upon the biennial election of a new Chair, the administrative staff will rotate to those staff from the new Chair's respective jurisdiction. Legal representation for the Manager's Board shall also be provided by legal counsel for the Chair's respective jurisdiction; and upon the election of a new Chair, shall also rotate as described above.
- 4.4. The Manager's Board may, by majority vote of voting members present at a meeting, remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

- 4.5. A majority of the Manager's Board constitutes a quorum for the transaction of business. Actions shall be determined by a majority of voting members present at a meeting when a quorum exists.
- 4.6. Each Manager's Board member may designate, in writing, one specified alternate member. The Chair shall maintain the list of alternate members in the Board's records. The designated alternate member may vote in the place of the Manager's Board member in the event the member is unable to attend the meeting.
- 4.7. Role, duties, and responsibilities of the Manager's Board.
 - 4.7.1. To meet at least annually to carry out the following duties and responsibilities:
 - 4.7.1.1. Review progress of the HxGN OnCall Suite's implementation, ongoing operation, and address any maintenance efforts needed;
 - 4.7.1.2. Review and approve the annual HxGN OnCall Suite budget as defined in Section 10.2 on or before March 15th of each year. The budget shall be recommended for approval by the Executive Board and sent to the Chair of the Manager's Board on or before February 15th of each year;
 - 4.7.1.2.1. Review and approve the Funding Formula, which is attached as Exhibit A and incorporated herein by reference, on an annual basis to determine the percentage amount each Partner and User Agency, as applicable, contributes annually to the HxGN OnCall Suite based upon its proportionate use.
 - 4.7.1.2.2. Review and approve items not included in the annual budget for amounts exceeding \$25,000 per item. Upon approval, payments will follow Washoe County policies and procedures.
 - 4.7.1.3. Serve to resolve conflicts in accordance with Section 14;
 - 4.7.1.4. Review the Partner and User Agencies' effectiveness in operating and maintaining the HxGN OnCall Suite;
 - 4.7.1.4.1. In the event the Manager's Board is dissatisfied with any Partner or User Agencies' effectiveness in operating or managing the HxGN OnCall Suite, any member of the Manager's Board can request a

meeting to review the issues. If the issues cannot be resolved, the matter may be treated in accordance with Sections 14 and 13.3.

- 4.7.1.5. Determine information technology staffing levels necessary to support all Partner and User Agencies for the implementation, ongoing management, and maintenance of the HxGN OnCall Suite, based on the needs of the entire system and the resources needed to properly implement and maintain the infrastructure for the system (“global system administrator positions”).

At the initiation of this agreement, the Partner Agencies have agreed to a staffing level of 2.5 Full-time Equivalent (FTE) global system administrator positions to be responsible for the HxGN OnCall Suite infrastructure, configurations, and application upgrades, that are common to all Partner and User Agencies.

- 4.7.1.6. Costs associated with the global system administrator positions referenced in subsection 4.7.1.5 may be submitted for reimbursement consideration by the 911 Emergency Response Advisory Committee in accordance with current laws and regulations related to reimbursement from the 911 fund.

- 4.7.1.7. In the event that the global system administrator position(s)’ costs are not recommended for reimbursement by the 911 Emergency Response Advisory Committee or approved by the Washoe County Commission, the HxGN OnCall Suite Manager’s Board may elect to allocate the costs of the staffing proportional to the Partner Agencies system use as determined and outlined by the funding formula in Exhibit A.

- 4.7.2. Approve other agencies who seek to become Partner or User Agencies on a case-by-case basis. A proposed User Agency must be accepted by a majority vote of the total membership of the Manager’s Board.
- 4.7.3. Review and make recommendations to Washoe County regarding amendments to the Hexagon Primary Contracting Document and/or the Hexagon Master Terms and Conditions.
- 4.7.4. Review and make recommendations regarding administration of the Hexagon Primary Contracting Document and/or Master Terms and

Conditions and any amendments thereto, including but not limited to, recommendations to initiate legal action.

- 4.8. The Manager's Board may establish sub-committees and working groups as needed to address operational, technical and financial issues and member concerns in the furtherance of this Agreement.

5. Executive Board

- 5.1. The Executive Board will be made up of members from each Partner Agency. The number of board members will be determined based on the number of primary platforms of the HxGN OnCall Suite operated by that agency. For purposes of this Agreement, there are two primary platforms, consisting of the Law Enforcement Records Management System ("RMS") platform and the Computer Aided Dispatch ("CAD") platform. The Executive Board membership shall consist of the Sheriff, the Chief of Police from the City of Reno and the Chief of Police from the City of Sparks, or their respective designees, who shall represent the RMS platform. The Executive Board membership shall also consist of one board member from each of the Partner Agencies with expertise in the CAD platform. The CAD member from Washoe County shall be appointed by the Sheriff. The CAD member from the City of Reno shall be appointed by the Reno City Manager. The CAD member from the City of Sparks shall be appointed by the Chief of Police. The CAD member from REMSA shall be appointed by the Chief Executive Officer ("CEO"). The members will represent their respective Partner Agency and any User Agencies with which they have contracted through their service on the Executive Board.

- 5.1.1. In the event of removal, resignation, or death of a member, the appointing party shall promptly appoint a successor to fill the position and inform the Executive and Manager's Boards of the selected successor.

- 5.2. The majority of the Executive Board constitutes a quorum for the transaction of business. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

- 5.3. A Partner Agency's appointing party may appoint one specified alternate, in writing, per Executive Board member appointed by that party to attend and vote at the Executive Board in the absence of a regular member. The Chair shall maintain the list of alternate members in the Board's records.

- 5.4. Role, duties, and responsibilities of the Executive Board Officers:

- 5.4.1. At the first meeting at the beginning of each odd numbered fiscal year (July 1 through June 30), the Executive Board shall elect a Chair and Vice-Chair,

to be selected from the members appointed by the City of Reno, the City of Sparks, or Washoe County. The Chair shall be responsible for reviewing draft agendas for upcoming Executive Board meetings and presiding over the meetings. The Vice-Chair shall act in the absence of the Chair.

- 5.4.2. The Chair and Vice-Chair shall hold office until their successor(s) is elected.
- 5.4.3. Any eligible member may be re-elected to the position of Chair or Vice-Chair but may not serve more than two consecutive terms in a single office.
- 5.4.4. The Chair shall serve as the primary point of contact for the Partner Agencies.
- 5.4.5. The Chair of the Executive Board will provide administrative staff from their respective jurisdiction to provide notice of meetings, prepare and post agendas and take minutes at that Partner Agency's expense. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members of the Executive Board and the Manager's Board. Upon the biennial election of a new Chair, the administrative staff serving the Executive Board will rotate to those staff from the new Chair's respective jurisdiction. Legal representation for the Executive Board shall also be provided by legal counsel from the Chair's respective jurisdiction; and upon the election of a new Chair, shall also rotate as described above.
- 5.4.6. The Executive Board will carry out the following duties and responsibilities:
 - 5.4.6.1. Approve the HxGN OnCall Suite Operations Manual within 24 months of the effective date of this Agreement; and thereafter, approve amendments to the Operations Manual as needed;
 - 5.4.6.2. Provide a progress report to the Manager's Board on HxGN OnCall Suite operations for every 18 months of use. The Chair shall be responsible for drafting the progress report, and upon approval of the Executive Board, shall submit the report to the Manager's Board for its review;
 - 5.4.6.3. Review and recommend for approval the annual operating budget for the HxGN OnCall Suite, as defined in Section 10.2, and submit the recommended budget to the Chair of the Manager's Board on or before February 15th of each year so that the

Manager's Board may schedule a meeting to consider the proposed budget;

- 5.4.6.4. Review and oversee the change management process as defined in Exhibit B;
- 5.4.6.5. Review expenditures and oversee the HxGN OnCall Suite accounts to ensure financial compliance;
- 5.4.6.6. Coordinate, process requests and seek funding and/or reimbursement on behalf of the Partner Agencies from the 911 Emergency Response Advisory Committee ("ERAC") for joint requests for eligible dispatch infrastructure and technology related to the implementation and operation of the HxGN OnCall Suite. The Chair of the Executive Board shall be responsible for coordinating and packaging (drafting staff reports and compiling supporting materials) all such funding requests that are authorized by the Executive Board for submission to the ERAC. This subsection does not prohibit a Partner Agency from seeking funding and/or reimbursement from the 911 ERAC for eligible dispatch infrastructure and technology related to the implementation and operation of the HxGN OnCall Suite which is solely utilized by that Agency;
- 5.4.6.7. Review and approve items not included in the annual budget for amounts exceeding \$0.00 and up to \$25,000 per item. Upon approval, payments will follow Washoe County policies and procedures;
- 5.4.6.8. Maintain a list of subject matter experts from each Partner Agency (with contact information) that may be called upon to serve on technical advisory/ad hoc committees as needed; and
- 5.4.6.9. Meet at least quarterly to conduct business. At the discretion of the Chair, the Board may cancel a meeting if there is no business to conduct, or may conduct additional meetings as needed based upon the press of business.

6. Change Advisory Board

- 6.1. The Partner Agencies agree that changes to each Partner or User Agency's use and operation of the HxGn OnCall Suite should be managed at the lowest

operational level possible. The Partner and User Agencies will support and operate the system with as much autonomy as does not influence or impact any other Partner or User Agency's operations.

6.2. The Change Advisory Board will be made up of one dispatch manager, one records manager, and one information technology representative (or similar title as determined by each Partner Agency) from each Partner Agency, as applicable. Change Advisory Board members shall be appointed by their Partner Agency's County Manager, City Manager, or REMSA CEO, respectively. If a Partner Agency does not have one of the aforementioned positions, no additional positions will be added in their place.

6.2.1. In the event of removal, resignation, or death of a member, the appointing party shall promptly appoint a successor to fill the position and inform the Change Advisory, Executive, and Manager's Boards of the selected successor.

6.3. The majority of the Change Advisory Board constitutes a quorum for the transaction of business. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

6.4. A Partner Agency's appointing party may appoint one specified alternate, in writing, per Change Advisory Board member to attend and vote at the Change Advisory Board in the absence of a regular member. The Chair shall maintain the list of alternate members in the Board's records.

6.5. Role, duties, and responsibilities of the Change Advisory Board Officers:

6.5.1. At the first meeting at the beginning of each odd numbered fiscal year (July 1 through June 30), the Change Advisory Board shall elect a Chair and Vice-Chair, to be selected from the members appointed by the City of Reno, the City of Sparks, or Washoe County. The Chair shall be responsible for reviewing draft agendas for upcoming Change Advisory Board meetings and presiding over the meetings. The Vice-Chair shall act in the absence of the Chair.

6.5.2. The Chair and Vice-Chair shall hold office until their successor(s) is elected.

6.5.3. Any eligible member may be re-elected to the position of Chair or Vice-Chair but may not serve more than two consecutive terms in a single office.

6.5.4. The Chair shall serve as the primary point of contact for the Partner Agencies.

- 6.5.5. The Chair of the Change Advisory Board will provide administrative staff from their respective jurisdiction to provide notice of meetings, prepare and post agendas and take minutes at that Partner Agency’s expense. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members of the Change Advisory Board, Executive Board, and the Manager's Board. Upon the biennial election of a new Chair, the administrative staff serving the Change Advisory Board will rotate to those staff from the new Chair’s respective jurisdiction. Legal representation for the Change Advisory Board shall also be provided by legal counsel from the Chair’s respective jurisdiction; and upon the election of a new Chair, shall also rotate as described above.
- 6.5.6. The Change Advisory Board will carry out the following duties and responsibilities:
 - 6.5.6.1. Review and approve changes to the HxGN OnCall Suite that will have an impact on all Partner and User Agencies utilizing the agreed upon change management process outlined in Exhibit B;
 - 6.5.6.2. Meet at least quarterly to conduct business. At the discretion of the Chair, the Board may cancel a meeting if there is no business to conduct, or may conduct additional meetings as needed based upon the press of business.

7. Washoe County’s Role as the Contract Holder

- 7.1. As the Partner Agency who has entered into the contract with Hexagon (“the Contract Holder”), Washoe County assumes all contractual responsibility for purposes of the requirements of the HxGN OnCall Suite. Washoe County shall also have the responsibility to:
 - 7.1.1. In accordance with Washoe County policy and procedures:
 - 7.1.1.1. Provide relevant records (written, electronic, computer-generated, or otherwise), including, without limitation, financial statements and supporting documentation.
 - 7.1.1.2. Prepare reports regarding the HxGN OnCall Suite for inspection, examination, review, audit and copying upon request by the Executive Board or Manager’s Board or by any Partner Agency.
 - 7.1.2. Operate, administer, maintain, update, and repair the technology and supporting infrastructure for the HxGN OnCall Suite, as specified in the definition section for the “HxGN OnCall Suite”.

7.1.2.1. Washoe County shall not be responsible for the Partner Agency or User Agency infrastructure, equipment, or networks that agencies use to connect to the HxGN OnCall Suite.

7.1.3. Act as the fiscal administrator for the HxGN OnCall Suite by maintaining monies for the HxGN OnCall Suite in a separate fund (HxGN OnCall Suite Fund) in accordance with generally accepted accounting principles, the governmental accounting standards board and all other applicable requirements.

7.1.4. Prepare the draft annual operating budget for the HxGN OnCall Suite for consideration and action by the Executive and Manager's Boards;

7.1.4.1. Invoice each Partner and User Agency on an annual basis for their proportionate share of the budget, as determined by the funding formula set forth in Exhibit A, no earlier than June 15th and no later than July 15th for the upcoming fiscal year.

8. Role of Partner Agencies

8.1. As the day-to-day operational managers of the HxGN OnCall Suite, each Partner Agency shall have the responsibility and hereby agrees, within their respective agency, to:

8.1.1. Be fully familiar with and agree to abide by all terms and conditions governing the HxGN OnCall Suite. Such terms and conditions include but are not limited to, those found in the Hexagon Primary Contracting Document, the Hexagon Master Terms and Conditions and each Order document and/or Statement of Work arising from the Hexagon Primary Contracting Document, including third-party terms and conditions, contractually entered into between Hexagon and Washoe County for the HxGn OnCall Suite, and understand and agree to abide by all terms and conditions therein.

8.1.2. Operate and configure the HxGN OnCall Suite in a manner that complies with the Operations Manual approved by the Manager's Board.

8.1.3. Establish and maintain all records, including personnel, property, financial, project management, and other records as required to ensure proper accounting for all ongoing operations and maintenance costs of the HxGN OnCall Suite. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules;

- 8.1.4. Provide notice of any scheduled maintenance or repairs, in accordance with the change management process defined in Exhibit B, that could be potentially disruptive to HxGN OnCall Suite operations.
 - 8.1.5. Maintain its own agency-owned equipment and infrastructure necessary to access the HxGN OnCall Suite and ensure such equipment and infrastructure is in good condition and repair.
 - 8.1.6. Ensure all operational records and data entered by the Partner Agency into the HxGN OnCall Suite are accurate and maintained for authenticity and production. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules and any active data sharing agreements entered into by the members of this Agreement.
 - 8.1.7. Dedicate staff within their Partner Agency to support that Agency's implementation, ongoing management, and maintenance of the HxGN OnCall Suite, based on the needs of the system and the resources needed to properly maintain the infrastructure for the system. This shall include providing staff and resources necessary for the Partner Agency's application support, application configuration, application upgrades, training and reporting within the HxGN OnCall Suite.
- 8.2. Each Partner Agency shall be responsible for the costs of repair or damage, beyond ordinary use, to technology and infrastructure of the HxGN OnCall Suite caused by that Partner Agency. Partner Agencies shall also be responsible for maintaining their own system security and any security breaches of their systems or breaches of the HxGN OnCall Suite caused by that Partner Agency. The Manager's Board shall determine the costs of repair, damage, or security breach and whether such repairs, damages, or security breaches are attributable to the Partner Agency; and shall direct Washoe County staff to invoice the Partner Agency accordingly. Any disputes shall be handled in accordance with Section 14.
 - 8.3. Partner Agencies may choose to allocate staff resources to aid Washoe County in the operation, administration, maintenance, update, and repair of the technology and supporting infrastructure for the HxGN OnCall Suite.

Partner Agency staff who assist Washoe County with tasks outlined in Sections 7 and 8.3 will be required to have security credentials required for the level of access they are granted to the infrastructure and data of the HxGN OnCall Suite.

9. Role of User Agencies

- 9.1. As day-to-day users of the HxGN OnCall Suite, each User Agency (as defined in Section 2.3) shall, within their respective agency, have the responsibility to:
 - 9.1.1. Be fully familiar with and agree to abide by all terms and conditions governing the HxGN OnCall Suite. Such terms and conditions include but are not limited to, those found in the Hexagon Primary Contracting Document, the Hexagon Master Terms and Conditions and each Order document and/or Statement of Work arising from the Hexagon Primary Contracting Document, including third-party terms and conditions, contractually entered into between Hexagon and Washoe County for the HxGn OnCall Suite, and understand and agree to abide by all terms and conditions therein. Such understanding and agreement shall be memorialized in the contract between the Partner Agency and User Agency specifying the terms and conditions of the Partner Agency's sponsorship.
 - 9.1.2. Maintain its own agency-owned equipment and infrastructure necessary to access the HxGN OnCall Suite and ensure such equipment and infrastructure is in good condition and repair.
 - 9.1.3. Establish and maintain all records, including personnel, property, financial, project management, and other records as required to ensure proper accounting for all ongoing operations and maintenance costs of the HxGN OnCall Suite. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules.
 - 9.1.4. Ensure all operational records and data entered by the User Agency into the HxGN OnCall Suite are accurate and maintained for authenticity and production. Records shall be maintained in compliance with the Nevada Local Government Records Retention Schedules and any active data sharing agreements entered into by the members of this Agreement.
 - 9.1.5. Provide notice of any scheduled maintenance or repairs, in accordance with the change management process defined in Exhibit B, that could be potentially disruptive to HxGN OnCall Suite operations.
 - 9.1.6. Provide staff and resources necessary for the User Agency's application support, application configuration, application upgrades, training and reporting within the HxGN OnCall Suite.

- 9.2. Each User Agency shall be responsible for the costs of repair or damage, beyond ordinary use, to technology and infrastructure of the HxGN OnCall Suite caused by that User Agency. User Agencies shall also be responsible for maintaining their own system security and any security breaches of their systems or breaches of the HxGN OnCall Suite caused by that User Agency. The Manager's Board shall determine the costs of repair, damage, or security breach and whether such repairs, damages, or security breaches are attributable to the User Agency; and shall direct Washoe County staff to invoice the User Agency accordingly. Any disputes shall be handled in accordance with Section 14.
10. Budget, Finances, and Partner and User Agency Costs.
 - 10.1. The annual budget for the HxGN OnCall Suite, as defined in Section 10.2, shall be shared by the Partner and User Agencies as outlined in Exhibit A. All Partner Agencies hereby agree, and all User Agencies shall agree within their respective contracts between the User Agency and their Partner Agency sponsor, to pay their annual contributions based on the funding formula set forth in Appendix A and approved by the Manager's Board as set forth in Section 4.7.2 and shall seek reimbursement from the 911 Emergency Response Advisory Committee, as appropriate.
 - 10.1.1. The Executive Board is responsible for reviewing the annual budget, and for recommending approval of the proposed annual budget, with or without amendments, to the Manager's Board. The Executive Board shall submit the recommended annual budget to the Manager's Board on or before February 15th of each year.
 - 10.1.2. The Manager's Board shall approve the annual budget to be submitted to the Board of County Commissioners for final approval and adoption. The Manager's Board shall approve the annual budget on or before March 15th of each year.
 - 10.1.3. At the time it considers the annual budget, the Manager's Board will review and approve the Funding Formula, which is attached as Exhibit A and incorporated by reference, to determine the percentage each Partner and User Agency shall contribute to the annual budget for the upcoming fiscal year based upon the Partner and User Agency's proportionate use of the HxGN OnCall Suite, including records management systems (RMS) reporting functionalities.
 - 10.1.4. Prior to the approval of the proposed budget by the Manager's Board for submission to the Board of County Commissioners, a prior year actual

expenditure report and revenue report for User Agencies for the HxGN OnCall Suite shall be provided to the Partner Agencies by Washoe County.

- 10.2. The HxGN OnCall Suite annual budget will include, but is not limited to, the following:
 - 10.2.1. Technology and licensing fees for the HxGN OnCall Suite
 - 10.2.2. Ongoing software maintenance fees for the HxGN OnCall Suite.
 - 10.2.3. Hardware purchases, upgrades, maintenance, and replacements that directly support the HxGN OnCall Suite.
 - 10.2.4. Salaries and benefits for the staff specifically dedicated to the HxGN OnCall Suite by the Manager's Board as provided in section 4.7.1.5.
 - 10.2.5. Washoe County overhead expenses directly attributable to management of the HxGN OnCall Suite Fund and operation of the HxGN OnCall Suite.
 - 10.2.6. Cybersecurity Insurance for the HxGN OnCall Suite.
- 10.3. Each Partner and User Agency shall bear at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partner and User Agency.
- 10.4. Washoe County, as the fiscal administrator, shall invoice each Partner and User Agency on an annual basis for their proportionate share of the budget no earlier than June 15th and no later than July 15th for the upcoming fiscal year.
- 10.5. Washoe County will administer the financial activities of the HxGN OnCall Suite in a separate fund (HxGN OnCall Suite Fund) in accordance with generally accepted accounting principles and the governmental accounting standards board.
 - 10.5.1. Expenditures not otherwise approved in the annual budget in amounts of over \$0.00 up to \$25,000 shall require the approval of the Executive Board. Items not otherwise approved in the budget in amounts greater than \$25,000 shall require approval of the Manager's Board. Upon approval, payments will follow Washoe County policies and procedures.
 - 10.5.1.1. Emergency repairs will be defined as those repairs that are immediately necessary to protect software/technology from further damage and to keep the HxGN OnCall Suite functional. Emergency repairs must be approved by the Chair of the

Executive Board and ratified by the Manager's or Executive Board, depending on the cost of the repairs.

- 10.5.2. Washoe County will receive and separately account for all income belonging to the HxGN OnCall Suite Fund, including the Partner and User Agencies' annual contributions. Washoe County will generate an annual financial report at the end of each fiscal year. The report will be provided to the Partner and User Agencies upon request.
- 10.5.3. All monies not expended in the HxGN OnCall Suite Fund will remain the property of the HxGN OnCall Suite Fund.
- 10.6. Each Partner and User Agency shall make payment to Washoe County for the purposes of the HxGN OnCall Suite Fund within sixty (60) calendar days of receipt of the invoice. If these fees are not paid within ninety (90) days of receipt of the invoice, the Partner or User Agency shall be in default and subject to immediate and automatic termination in accordance with Section 13.3 of this Agreement. The Partner or User Agency remains liable for any amounts due under this Agreement even if terminated from the Agreement.
- 10.7. HxGN OnCall Suite Budget, Accounts, and Purchasing Requirements.
 - 10.7.1. The HxGN OnCall Suite Fund is subject to oversight and control of the Executive Board and Manager's Board.
 - 10.7.2. The HxGN OnCall Suite Fund will follow the purchasing requirements as required by Nevada law and other applicable law.
 - 10.7.3. Washoe County will administer the HxGN OnCall Suite Fund. The annual budget will be reviewed and approved by the Manager's Board for submission to the Board of County Commissioners for final approval/adoption.
 - 10.7.4. The Partner and User Agencies agree to pay the annual contribution based upon the Funding Formula approved by the Manager's Board, which is set forth in Exhibit A and incorporated by reference, as well as any addenda to Exhibit A, and any subsequently approved expenditures outside the annual budget.

11. Hold Harmless and Indemnification

- 11.1. Hold Harmless. The Partner and User Agencies shall hold Washoe County, as the Contract Holder, harmless, and fully and forever release and discharge Washoe County, along with its respective departments, directors, officers, employees, agents,

and contractors, from and against any and all claims, demands, actions, causes of action, damages or liabilities, whether made by a Partner Agency, User Agency or third party, that arises out of or relates to Hexagon's performance under the Hexagon Primary Contracting Document, the Hexagon Master Terms and Conditions and/or any Order document or Statement of Work arising under the Hexagon Primary Contracting Document or Master Terms and Conditions and any amendments thereto.

- 11.2. Indemnification. The Partner and User Agencies agree that each will be responsible for and will hold harmless and indemnify all other Partner and User Agencies against any liability, loss or judgment that may be incurred as a result of any claim, demand, action, or cause of action arising from any negligent or intentional acts, errors or omissions of that Agency's employees or agents in connection with activities related to the HxGN OnCall Suite or work responsibilities performed pursuant to this Agreement. The Partner and User Agencies reserve the right to use any defenses allowed by law. The Partner and User Agencies will not waive and intend to assert, defenses and immunities pursuant to NRS Chapter 41, as applicable. Notwithstanding the above, the Partner and User Agencies shall further agree to defend and indemnify, at their expense, Washoe County for all claims, demands, actions, causes of action, damages, liabilities, expenses, costs and attorney's fees that may arise out of the Partner or User Agency's failure to comply with any of the terms and conditions in the Hexagon Primary Contracting Document, the Hexagon Master Terms and Conditions and/or any Order document or Statement of Work arising under the Hexagon Primary Contracting Document or Master Terms and Conditions and any amendments thereto.

12. Agreement Modification

- 12.1. This Agreement, including all Exhibits herein, may only be amended by the Partner Agencies' governing bodies after a recommendation for amendment by the Manager's Board. Prior to processing an amendment, a recommendation may be provided by the Executive Board. Any modification of this Agreement must be in writing with the same formalities by which this Agreement was executed.
- 12.2. This Agreement, including the exhibits and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.
- 12.3. The Manager's Board has the authority to approve the addition of new Partner Agencies and User Agencies as provided in Section 4.7.2. The addition of a

Partner Agency shall only become effective upon the execution of an addendum to this Agreement approved and executed by the governing bodies of all other Partner Agencies as well as the new Partner Agency. The addition of a User Agency shall be effective upon approval of the Manager's Board after presentation of a signed contract between the sponsoring Partner Agency and the new User Agency. The signed contract shall be in substantially the same form and content as the User Agency agreement template agreed upon by the Manager's Board.

13. Term and Termination of Agreement

13.1. This Agreement shall become effective upon execution by all the Partner Agencies and will have an initial term of five (5) years. Upon expiration of the Initial Term, this Agreement shall automatically renew for two additional successive five (5) year terms unless a Partner Agency provides written notice of non-renewal (voluntary termination) at least 180 days before the annual budget must be approved by the Manager's Board (i.e. September 15th of the previous calendar year) for the upcoming fiscal year.

13.2. Voluntary Termination

13.2.1. Any Partner Agency wishing to terminate participation prior to the end of the term must provide written notice of intent to terminate. The written notice must be received no later than 180 days before the annual budget must be approved by the Manager's Board (i.e. September 15th of the previous calendar year) for the upcoming fiscal year. Failure to provide at least 180 days' notice of such termination will result in the Partner Agency who is seeking voluntary termination remaining financially liable for its proportionate share of funding for the upcoming fiscal year.

13.2.2. Any party voluntarily terminating in accordance with this section shall forfeit any contribution made to the annual budget.

13.3. Involuntary Termination

13.3.1. The failure of any Partner or User Agency to adhere to the terms and conditions of this Agreement, including timely payment of financial contributions due, constitutes grounds for that Agency's involuntary termination from participation in this Agreement.

13.3.2. A Partner or User Agency in breach of any of the terms of this Agreement, as initially determined by the Executive Board, must be

notified in writing that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the HxGN OnCall Suite may be involuntarily terminated by the Manager's Board.

13.3.3. If the breaching Agency fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board. Upon a majority vote, the Executive Board may recommend to the Managers' Board that the Agency be involuntarily terminated from participation in this Agreement and use of the HxGN OnCall Suite.

13.3.4. The Managers' Board will provide the breaching Agency at least 10 days' notice of the Manager's Board meeting date and time and an opportunity to appear before it and to show why its participation in the HxGN OnCall Suite should not be involuntarily terminated. The failure of the Agency to appear shall constitute a waiver of any future right to do so.

13.3.5. Upon a majority vote, the Managers' Board shall notify the Agency in writing that its participation in the HxGN OnCall Suite is terminated and that it will forfeit any claim to its annual contributions already paid and use of the HxGN OnCall Suite and any related assets.

13.4. Washoe County, as the fiscal administrator, retains the right to seek legal redress, if necessary, to obtain payment on amounts due from the Partner or User Agencies.

13.4.1. A Partner or User Agency terminated for late or non-payment forfeits any claim to any HxGN OnCall Suite assets or use of the HxGN OnCall Suite.

14. Conflict Resolution

14.1. All parties to this Agreement shall make every good faith effort to resolve conflicts among themselves. If resolution is not obtained, any involved party can submit a grievance to the Executive Board for consideration. If settlement of the issue cannot be reached between the grieving party and the Executive Board, the matter shall be submitted to the Manager's Board for consideration.

14.2. This section does not apply to personnel grievances.

15. No Third-Party Rights Created

15.1. Nothing contained in this Agreement confers any right or benefit to any person, (including, but not limited to, those persons employed by the Partner Agencies) or any entity not a party to this Agreement.

16. Non-Appropriation

16.1. This Agreement extends beyond the terms of the members of the governing bodies of the Partner Agencies who are presently in office and are voting on its approval, and as a result, under NRS 244.320, unless otherwise provided by law, this Agreement is binding beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by the future governing body of a Partner Agency or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor a Partner Agency's obligations under this Agreement, the Partner Agency shall immediately notify the Manager's Board of such occurrence and shall withdraw from this Agreement in accordance with Section 13.2.

17. Federal Procurement

17.1. The Partner Agencies each certify that as a non-federal entity; the Partner Agencies and their principals have not been themselves, or contracted with any entity that has been, suspended or debarred by the Federal Government; and the Partner Agencies are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvement and construction, but also services.

17.2. The Partner Agencies agree to comply with all state, local, and federal procurement laws and requirements.

18. Required Reporting

18.1. The Partner Agencies agree to file reports as required to comply with any federal grants or contracts received to accomplish this Agreement.

19. Notices

19.1. Any notice required or permitted to be made under this Agreement shall be in writing and shall be delivered at the principal place of business to the Manager or Chief Executive Officer of each Partner or User Agency. The parties may give notice by personal delivery, U.S. Mail or email.

- 19.2. All written notices will be deemed given on the date of delivery or the date of transmission when sent by email.
20. Governing Law
 - 20.1. This Agreement is made and to be performed in the County of Washoe, State of Nevada, and as such, Nevada substantive and procedural law shall apply.
21. Agreement May Be Executed In Counterparts
 - 21.1. This Agreement may be executed in counterparts and is binding only when all Partner Agencies have executed and delivered a counterpart to Washoe County, who shall be the Custodian of this Agreement and shall distribute signed copies to all of the parties who have executed it.
22. Authorizing Action
 - 22.1. All parties shall approve the effectiveness of this Agreement by appropriate resolution, ordinance, governing board action, or other act of official authority at the time of executing this Agreement. All parties represent and warrant that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity.
23. No Waiver
 - 23.1. If any party to this Agreement fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If any party elects to not seek remedies regarding the other party's breach of a term, that election does not waive a later breach of this Agreement.

**HEXAGON UNIFIED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT
SUITE HxGN ONCALL SUITE
GOVERNANCE AGREEMENT BETWEEN
CITY OF RENO, CITY OF SPARKS, WASHOE COUNTY, AND REMSA**

This Agreement May Be Executed In Counterparts

CITY OF RENO



Hillary L. Schieve, Mayor, City of Reno



Date

ATTEST:



 City Clerk



Date

**HEXAGON UNIFIED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT
SUITE HxGN ONCALL SUITE
GOVERNANCE AGREEMENT BETWEEN
CITY OF RENO, CITY OF SPARKS, WASHOE COUNTY, AND REMSA**

This Agreement May Be Executed In Counterparts

CITY OF SPARKS

Ed Lawson

9/26/2023

Ed Lawson, Mayor, City of Sparks

Date

ATTEST:

[Signature]



9/28/2023

City Clerk

Date

Wes Duncan

9/26/2023

Approved as to form

Date

**HEXAGON UNIFIED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT
SUITE HxGN ONCALL SUITE
GOVERNANCE AGREEMENT BETWEEN
CITY OF RENO, CITY OF SPARKS, WASHOE COUNTY, AND REMSA**

This Agreement May Be Executed In Counterparts

WASHOE COUNTY

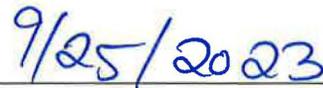


Alexis Hill, Chair, Washoe County Commission



Date

ATTEST:



Date

**HEXAGON UNIFIED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT
SUITE HxGN ONCALL SUITE
GOVERNANCE AGREEMENT BETWEEN
CITY OF RENO, CITY OF SPARKS, WASHOE COUNTY, AND REMSA**

This Agreement May Be Executed In Counterparts

REMSA



Barry Duplantis, CPA, JSM

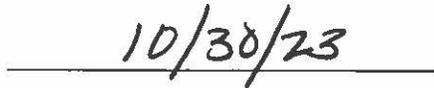


Date

ATTEST:



REMSA Representative



Date

EXHIBIT A - FUNDING FORMULA

Partner and User Agency Proportional Use of the HxGN OnCall Suite shall be determined annually by auditing named user accounts with access to OnCall CAD, OnCall Records, and associated mobile applications. An agency's total number of named user accounts that have been assigned access to the HxGN OnCall Suite software shall make up that agency's proportionate use. Administrative accounts shall not be counted as part of any agency's proportionate use.

As a part of this agreement, each Partner Agency shall provide its list of named users to be added for access to OnCall CAD, OnCall Records and its number of associated concurrent mobile application users. This initial list of named and concurrent users will be used to determine proportionate use for HxGN OnCall Suite implementation costs.

HxGN OnCall Suite Expenses split by **proportionate use**:

- HxGN OnCall Suite Project Implementation expenses
- HxGN OnCall Suite Annual Software Support and Maintenance
- Hardware Infrastructure dedicated to the HxGN OnCall Suite
 - Infrastructure costs for CAD and RMS are based on allocated resources for OnCall Dispatch and OnCall Records. Allocated resources are compute (CPU), memory (RAM), and storage (disk space).
- Salaries and benefits for the staff specifically dedicated to the HxGN OnCall Suite by the Manager's Board Third-party consulting services directly attributable to the HxGN OnCall Suite
- Capital Expenses directly attributable to the HxGN OnCall Suite and approved by the Manager's Board
- Overhead expenses directly attributable to management of the HxGN OnCall Suite Fund and operation of the HxGN OnCall Suite.
- Cybersecurity Insurance for the HxGN OnCall Suite.

Expenses specific to Partner or User Agencies (Agency Specific Costs):

- Interface between the HxGN OnCall Suite and other third-party software used only by a single agency.
- HxGN OnCall Suite software used only by a single agency.

NOTE: If more than one agency uses the items listed above, the agencies may share the Agency Specific Costs. Costs shall be shared proportionally by named user count for the specific primary system, CAD or RMS, for which the cost is applied.

HxGN OnCall Suite Cost Formula:

CAD Expenses:

Total CAD expenses shared by all agencies ÷ total number of named CAD user accounts who have access to the system = cost per named CAD user

RMS Expenses:

Total RMS expenses shared by all agencies ÷ total number of named RMS user accounts who have access to the system = cost per named RMS user

Agency cost = (number of agency named user CAD accounts × cost per named CAD user) + (number of agency named user RMS accounts × cost per named RMS user) + Agency Specific Costs

EXHIBIT B - CHANGE MANAGEMENT PROCESS

Objectives

The objective of Change Management is to ensure that all changes that might impact the HxGN OnCall Suite users are managed through standard methods and procedures that ensure changes are assessed, approved, effective, on time, meet their specified requirements and are properly recorded.

Change management includes the following steps:

- Planning: Plan the change, including the implementation design, scheduling, communication plan, testing plan, and roll-back plan
- Evaluation: Evaluate the change, including determining the priority level of the service and the risk of the proposed change; determine the change model which drives the change process to use
- Review: Review Change Plan with Change Advisory Board as appropriate to the change model
- Approval: Obtain approval of the Change Plan
- Communication: Communicate about changes with the appropriate parties
- Implementation: Implement the change
- Documentation: Document the change and any review and approval information
- Post-change Review: Review the change for future improvements. Not performed for all change models

Types of Change

There are two types of change requests based on the urgency of the change and the existence of a well-documented Change Model for the change:

Standard Change – A routine, low-risk change to a service or infrastructure that uses an accepted and established procedure and is pre-authorized to meet a specific change requirement. These changes always follow a defined procedure or work instruction and are often associated with service requests. Example Standard Changes:

- Recurring patch management activity
- Fully documented product upgrade

Normal Change – A change that is not standard or emergency and therefore lacks a pre-defined procedure or workflow and is not required for restoral of service or prevention of service impact. A normal change is subject to the full change management review process, including review by the Change Advisory Board (CAB). Changes should be presented for CAB approval no later than five business days from Request for Change. Approval by CAB should be received within 5-10 business days of Request for Change. Examples of Normal Change:

- Tasks that are related to the performance of upgrades
- Modifications to the hardware and/or software of the system or its individual components.

Emergency Change – In unusual circumstances, it may be necessary to implement a change quickly, in order to prevent an incident from becoming more severe or immediately restore services. Emergency changes are changes that must be implemented in response to a disruption in service or a potential disruption to services. An Emergency Change can proceed with the approval of the Chair of the HxGN OnCall Suite Executive Board who may respond using E-mail or telephone to reach a decision quickly. The Emergency Change will be documented after the change is completed. Emergency changes are then reviewed post-implementation to ensure the best possible quality was obtained for the circumstances. Examples of Emergency Changes:

- Global change impacting the system requiring immediate attention.
- Hardware and/or software modification requiring immediate attention.

Non-Qualifying Changes – Routine maintenance and adjustments will be required to ensure the integrity and accuracy of user owned data within the system. Users are not required to follow the prescribed standard or normal change models so long as the data is owned by the user agency making the change and it does not impact other users. All non-qualifying changes will be documented and reported to all users at a minimum of once per month. Examples of Non-Qualifying Changes:

- Maintaining Tables
- Premise Information
- Informational/Help Files

Documentation of a Change Request

Specific data is required by the Change Advisory Board, the individual approvers, to make decisions about the necessity and timing of a given Change Request. Below are the data points that the Change Requestor and the Change Implementation Team must complete before gaining authorization and approval.

- Site (if applicable):
- System: Can either be the specific system (potentially multi-site) or the specific business system
- Change Requested By: The individual who has requested the change.
- Contact (if applicable): The contact for the agency system that needs to be apprised of status and developments
- Configuration Item (if applicable): The specific item within the system
- Priority - Indicates the order in which to perform this request relative to the priority of other Request for Changes. Priority is determined from urgency, which can be determined by the Requested by date and contractual requirements as stated elsewhere in this document.

	Priority	Description
1	Critical	A change that needs to occur before the next scheduled CAB meeting. A Normal Change of Priority 1 is a trigger condition for an Expedited CAB.
2	High	A change that needs to occur within two weeks.
3	Medium	A change that needs to occur within a month.
4	Low	A change that does not have to occur within a specific time frame.

- Risk - Indicates the result of performing the change, dictated by actions such as ability to back out, impact to operations, and the complexity of the tasks. High risk occurs when the recovery time of a change may extend into normal business hours. Low risk will not affect production and/or the business during normal hours.

Risk	Description
Very High	Very difficult to recover if not impossible OR cannot be recovered during the planned change window OR multiple technologies & organizations involved OR limited experience performing the work.
High	Extensive recovery required OR can be recovered during the planned window but negatively impacts other changes OR multiple technologies & organizations involved, experience performing the work.
Medium	Recovery is known but not routine OR can be recovered during the planned window with no collateral impact OR single technology & organization, experience performing the work.
Low	Recovery is routine and know OR recovery is to repeat OR single technology & organization, routine work.

- Impact - The expected impact level to the agency if actions go as planned.

	Priority	Description
1	Critical	Implementation of the change will temporarily remove all functionality of the system during change implementation.
2	High	Implementation of the change will impact more than one subsystem, or a critical subsystem, without impacting the entire system.
3	Medium	Implementation of the change will impact one non-critical subsystem without impacting the entire system.

4	Low	Implementation of the change will not have an impact on the the Agency.
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- Approval:
 - Approved – The required approvers have provided their approval
 - Rejected – The required approvers have rejected the change request in its current state
 - Not required - The specific change model does not require approval
- Type: (As defined above)
 - Standard / Routine / Upgrade / Install
 - Normal / Emergency
- Short Description: A brief, high-level summary of the Change Request used to quickly identify it in a list of other Change Requests.
- Description: A full description of the change.
- Impact Assessment: Describe the impact that will be experienced during the implementation of the change.
 - Business criticality – How important a change is to the business or an Agency
 - Span of Impact – How many Agencies and users may be affected.
 - Cost of the change – Demonstrate secured funding.
 - Impact on business operations
- Risk Assessment: Describe the risk that must be understood during the implementation of the Change. Also, describe the risk of not performing the change.
 - Recovery viability – due to technical reasons some changes cannot be reversed, these changes are extremely risky.
 - Recovery time
 - Change complexity – Technical changes that require collaboration across many technical teams or effects multiple systems are a higher risk than those affecting single teams and systems.
 - The user agency(s) impact of remediation; including support
- Change plan: Document the plan to implement the change.
 - Dependencies Defined
 - Executed Change Order, If Applicable
- Test plan: Document the plan to test the change once implemented
- Back-out plan: Document the plan to reverse the change if testing fails
- Requested by date: Date and Time that the change is requested by
- Planned Start Date: Date and time that the change implementation is proposed to start
- Planned end date: Date and time that the change implementation is expected to end.

CAB Considerations for Each Change Prior to Authorization

- Impact assessment:

- Effect upon the infrastructure and customer service, as defined in the applied Operations Manual , and upon the capacity and performance, reliability and resilience, contingency plans, and security
- Impact on other services that run on the same infrastructure, including any implementation/deployment projects
- Risk assessment: Both the potential risk of the implementation of the change as well as the risk for not implementing the change
 - Effect/risk/impact of not implementing the change
- Resource assessment: the support, engineering, customer, business, and other resources required to implement the change, the number and availability of people required, the elapsed time, and any new infrastructure elements required
- Dependencies assessment – do other pending changes/updates need to be completed before this change can be introduced
- The impact on non-IT infrastructures within the organization
- Other changes being implemented on the change schedule.
- Technical capability and technical approval
- Financial approval (if required)
- Third party/supplier involvement in the implementation of the change
- Review/assessment of the change priority
- Day of week and time of day change is being recommended for implementation

Other duties of CAB:

- Determine if Normal Change can be authorized to become a Standard Change.
- Delegate the creation of the documentation and workflow for new Standard Change.
- Review and authorize new Standard Change documentation and workflow.

No change should be considered unless the change Initiator or requestor and Subject Matter Experts (SMEs) in the potentially impacted areas review the change. The Request for Change (RFC) Template will provide all of the pertinent information as defined above. Risk criteria for the change management risk assessment can be updated depending upon the specific Request for Change.

Status / State of Changes

The following Status/State codes are used to reflect the status of a Request for Change (RFC) on the Change Management Communications Plan Log. As new codes are added, this document will be updated to include those.

- Pending – Pending other activity
- Scheduled - All approvals and planning is complete. Activity is merely awaiting the agreed scheduled date and time
- Work In Progress – Work is being performed

- Closed Incomplete – The requested activity was not implemented, or was rolled-back/backed-out
- Closed Complete – The requested activity has been implemented successfully, including all documentation and validation.
- Cancelled - The record was opened in error, or the initiator has retracted their request

Roles and Responsibilities

There are four major roles involved with the change management process, each with separate and distinct responsibilities. In the order of their involvement in a normal change, the roles are:

1. Change Initiator - the person who initially identifies and/or requests the need for the change.
2. Change Manager - responsible for ensuring that the approved change management process is followed. The Global Administrator(s), as defined in the Operations Manual, typically fulfills the role of Change Manager for Change Requests. The Change Manager will ensure that the details associated with the review, approval, and execution process are captured in the Request for Change Form and/or Change Management Communications Log.
 - Initiates system notification and records all Requests for Change
 - Initiates proper notification to User Agency(s) affected by the change
 - Working with appropriate individuals/SME's assess the impact, cost, benefit/need for the change (See "Operational Impact Assessment" section on the Request for Change form)
 - Obtaining, in coordination with internal and operational resources as appropriate, the appropriate risk assessment of the risk to the public by implementation of the proposed changes (See "Risk Assessment" section on the Request for Change form)
 - Obtaining the required approvals from the environment
 - The Change Manager typically:
 - Manages and co-coordinates change implementation
 - Monitors and reports on the implementation of the change
 - Documents the proposed changes via the Change Request form
 - Discusses options regarding communicating results/changes after Implementation
 - Closes Requests for Change
3. Change Advisory Board (CAB) - The CAB is made up of one dispatch manager, one records manager, and one information technology representative (or similar title as determined by each Partner Agency) from each Partner Agency, as specified in section 6 of this agreement. Change Advisory Board members should be Partner Agency experts in their respective discipline, and the financial and/or technical representatives who perform change

assessments. Change Advisory Board members may also call upon other agency experts, technical staff, and non-IT office staff to assess changes submitted to the CAB.

4. **Change Management Process Oversight** – Oversight of the Change Management Process is provided by the Executive Board as defined by the Governance Agreement. The Change Advisory Board is responsible for ensuring that the Change Management process is performed according to the agreed and documented process and is meeting the objectives and requirements of the process.

Other roles in the change management process include:

- **Change Implementation Team** - is comprised of the Change Manager and a team of specialists (technology support and agency system administrators) who will implement the change according to the Implementation Plan (See “Implementation Plan” section on the Request for Change form), followed by the Test Plan (See “Testing/Validation Plan” section on the Request for Change form) and providing all post-implementation documentation. If necessary, they are responsible for invoking the Roll Back Plan (See “Roll Back Procedure” section on the Request for Change form).
- **Partner Agency (Designee)** - Member(s) of the CAB that have approval authority for the system for which the change request has been submitted. They represent the Partner Agency(s) that will be impacted by the change.

Change Management Process

The following are the procedures to be used when implementing changes:

1. Create Request for Change – Change Initiator

A Request for Change (RFC) form will be initiated for all changes and submitted to the Change Manager. This is done to ensure that all changes are sufficiently communicated to all potentially impacted parties as well as for future reference. When the Request for Change is not initiated by a Partner Agency the Change Manager should create the Request for Change. All requested changes will be documented and recorded on the Change Management Communications log. This includes Emergency Changes when possible.

2. Review and Assess Request for Change – Change Implementation Team

Once the request is submitted, The Change Manager will ensure that technical assessment will be performed. This is a review of the request by appropriate parties to determine the

technical impact of the change. The technical review will be documented in the Request for Change form. The review will encompass:

- Technical Impact/Risk Analysis
- Technical Adequacy of plans
- Dependencies and/or conflicts
- Ensuring compliance with existing Strategies, Plans and Change Management Standards

The Change Implementation Team will perform a risk assessment of the Change; taking into account the impact in the event of failure of the change upon implementation (See “Risk Assessment” section on the Request for Change form).

3. Plan Change – Change Implementation Team

Define a plan for implementing the change within the Request for Change form. This plan should outline the course that the change will take including confirmation against the configuration, validation, the resources that are needed to complete the change, a validated back-out/roll-back plan, and a timeline for implementation. The Change Manager is responsible for ensuring that the plan is completed.

4. Test Change – Change Implementation Team

This phase focuses on conducting testing and quality to ensure reliability and performance of the change. The test will demonstrate the procedure to be followed for implementing the change and provide the opportunity to work out any problems in the procedures that were created. To the extent possible prior to introducing change to a production environment, all changes shall undergo some level of testing. The Change Manager will oversee the development of the test plan to be included in the Request for Change. (See “Testing/Validation Plan” section on the Request for Change form). Final or acceptance testing will also occur after approval of the CAB and implementation of the change. The Change Implementation Team will provide post-implementation documentation to the Change Manager for evidence of completion and future reference.

5. Change Approval - CAB

The Normal Request for Change is submitted to the CAB for approval or rejection. The CAB collectively reviews and discusses each Request for Change based on business and technical issues, timing, impact, potential conflicts, and risk to the data centers and/or agency. The Change Management Risk Assessments for each Request for Change is to be

presented to the CAB for review. Changes should not be executed unless the CAB has reviewed the submission and approved the RFC.

The Standard Request for Change is submitted to the Change Advisory Board to be accepted as a pre-authorized workflow for the specific Change Model. Thereafter, a RFC defined as a Standard Request may be reported to the CAB for review without approval.

Rejected requests may be appealed through the Executive Board as listed in the Governance Agreement. A request for appeal will be initiated through the original requestor and submitted to the Change Manager for process oversight. The Change Manager will be responsible for submitting the RFC documentation to the Chair of the Executive Committee and ensuring all supporting materials and Implementation Team members are available for related discussion. Appeals will be reviewed by the Executive Board and final decision will be provided to the requestor and documented by the Change Manager. Final decisions provided by the Executive board or rejections of the CAB do not preclude a requestor from resubmitting a rejected RFC. Any resubmission shall be processed as a new request and must describe reasonable changes in circumstances or project scope to absolve any areas of concern that resulted in the original rejection.

6. Roll Back Change – Change Implementation Team

A Roll back strategy is identified for the change in the case of issues encountered that negatively impact the system being changed. (See “Roll Back Procedure” section on the Request for Change form). In some cases, the list of technical instructions is created by reversing the order of activities from the implementation plan and describing how to roll back/back out from each of the executed steps. It may be relatively straightforward if most of the work is achieved by restoring the most recent backup. In other cases where there is no software downgrade availability, a process must be written to outline the steps required to return the system to its previous state whenever possible.

7. Review Change Performance – CAB

When the implementation of a change fails, or the desired results were not achieved, the CAB will perform a post-implementation review to determine whether the change and procedure worked as expected.

A possible outcome, when performed for a Standard change request, is that the Change Model is moved from being a Standard Model to a Normal Model.

8. Close the Process – Change Implementation Team

After the change process is complete, the Change Manager must ensure the entire process is documented. Once documented, the process is closed out by the Change Manager. In addition, any support documentation needs to be updated, distributed, and filed according to standard practice.