

Intergovernmental Agreement

Arapahoe County Cybersecurity Consortium

This Intergovernmental Agreement ("IGA") is established by the members of the Arapahoe County Cybersecurity Consortium (hereinafter referred to as "Parties"), effective as of January 1, 2026.

WHEREAS, the Parties recognize the critical importance of cybersecurity in protecting the infrastructure and services upon which our society relies;

WHEREAS, cybersecurity threats are evolving and increasing in sophistication, necessitating a collaborative and unified response from all stakeholders within the cybersecurity ecosystem;

WHEREAS, the Arapahoe County Cybersecurity Consortium ("Consortium") is committed to fostering a cooperative environment where members can share knowledge, resources, and strategies to enhance the collective cybersecurity posture;

WHEREAS, the Parties acknowledge that by working together, they can more effectively address cybersecurity challenges, improve resilience against cyber-attacks, and facilitate a rapid response to incidents that may arise;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The purposes, powers, rights, obligations, and responsibilities of the Parties are as follows:
 - a. Evaluate and consider collaboration on initiatives aimed at enhancing cyber situational awareness and operational readiness across Arapahoe County;
 - b. Maintain confidentiality regarding sensitive or proprietary information;
 - c. Share information on cybersecurity issues, emerging technology or threats, new initiatives implemented by the Parties, and other cybersecurity matters;
 - d. Where economies of scale may be possible, consider joint training opportunities and joint acquisition of cybersecurity tools or services to improve the security posture of the Parties;
 - e. Timely notify Parties of cybersecurity incidents and threats and collaborate on incident responses where possible;
 - f. Request resources from the Parties in response to a cybersecurity attack; and

- g. Perform regional exercises and planning regarding cyber-attacks and supply chain resilience.
2. Member jurisdictions are required to be a government agency or quasi-government agency located or operating in Arapahoe County. New members will be requested to sign the IGA and the attached Non-Disclosure Agreement before becoming a member of the Arapahoe County Cybersecurity Consortium.
3. All information shared under this IGA shall be accessible only to those who have executed the Non-Disclosure Agreement ("IGA"), attached as Exhibit A.
4. Subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*, the IGA (1) treats as confidential and preserves the confidentiality of the Parties' respective cybersecurity program information and data that is shared among the members of the Cybersecurity Consortium and designated as confidential under the IGA; (2) provides that shared Confidential Information shall only be used for the purposes of this IGA; (3) provides that the Parties agree not to copy Confidential Information unless specifically authorized by the owner of Confidential Information; (4) requires all Parties to maintain industry-accepted or regulatory-required security and privacy of Confidential Information; and (5) limits dissemination of Confidential Information to those Representatives to whom disclosure is necessary for the purposes of this Agreement, provided such Representatives have agreed to maintain the confidentiality thereof in a written agreement no less restrictive than this Agreement.
5. This IGA is not intended to create any fiscal obligations among the Parties hereto within the meaning of Article X, Sec. 20 of the Colorado Constitution. No party to this IGA shall be required to pay any compensation to any other party or to the other party's personnel for any personnel or services, rendered hereunder, or otherwise appropriate any funding or devote any member's resources or assets, unless negotiated in advance and agreed to and executed under a separate and independent agreement or contract.
6. This IGA shall be effective indefinitely and effective immediately. Any Party to this IGA may terminate its participation in the Consortium, with or without cause, upon thirty (30) days prior written notice to all other Parties. Any notice of termination shall state the actual termination date. The termination of a Party in the IGA does not remove obligations of the Party from the IGA.
7. It is expressly understood and agreed that this IGA is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this IGA. It is the intention of the Parties hereto that

any person or entity, other than the Parties to this IGA, receiving services or benefits under or resulting from this IGA shall be deemed to be incidental beneficiaries only.

8. This IGA, together with all exhibits attached hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing, accepted by a simple majority of all Parties, and executed by a duly authorized representative of the Parties hereto.
9. Authorization. The signing of this IGA is not a formal undertaking but rather signifies that the signatory parties will strive to reach, to the best of their ability, the objectives of this IGA.
10. The parties to this IGA acknowledge the potential need for future intergovernmental agreements and/or other agreements to address needs related to specific projects (such as grant-funded projects) and to recognize any amendment or agreement formally adopted by the Consortium as part of this agreement.
11. In the event of a dispute between the Parties, the Parties agree that they will make a good faith effort to informally resolve that dispute through consultation and communication between the Parties.
12. Member jurisdictions located outside of Arapahoe County will be considered on a case-by-case basis, if they meet the purpose and intent of the Cybersecurity Consortium.

AGENCY REPRESENTATIVES FOR THE CYBERSECURITY CONSORTIUM:

Arapahoe County – Phil Savino, Information Technology Director

Date

City of Aurora

Date

City of Cherry Hills Village

Date

City of Englewood

Date

City of Glendale

Date

City of Greenwood Village

Date

City of Littleton

Date

City of Sheridan

Date

EXHIBIT A:

Arapahoe County Cybersecurity Consortium Nondisclosure Agreement

This Nondisclosure Agreement (the “NDA”) is executed by the City of Aurora, a public entity located in Arapahoe County, Colorado (hereafter “Member”), to encourage robust participation while protecting the confidentiality of sensitive cybersecurity information among all members of the Arapahoe County Cybersecurity Consortium (collectively known as “the Parties”), whose duties and agreements are described in the Intergovernmental Agreement Arapahoe County Cybersecurity Consortium (“NDA”).

The Parties agree as follows:

Effective Date of IGA:	Immediately upon execution
Purpose of the IGA:	As governed by the NDA, to foster sharing of highly sensitive cybersecurity information that—if publicly released—could pose a threat to the safety and security of public entities within Arapahoe County; execution of the NDA is required by all members of the Arapahoe County Cybersecurity Consortium
Proprietary Information to be shared:	Information regarding cybersecurity threats, weaknesses, trends, responses, and other highly sensitive information protected from release by the Colorado Open Records Act

ARTICLE 1. CONFIDENTIAL INFORMATION

- 1.1 **Definition:** For purposes of this NDA, the term Confidential Information is all records, data, and other information related to the Member’s cybersecurity, that (A) is not generally known to the public, (B) is not a public record under the Colorado Open Records Act, (C) if disclosed could cause harm, and (D) is required to be kept confidential/proprietary using industry-accepted security and privacy methods. For absence of doubt, this NDA shall not be considered Confidential Information.
- 1.2 **Exceptions:** The Member’s obligations to protect Confidential Information disclosed by any member of the Consortium shall not include information that:
- at the time of disclosure had been previously published, publicly disclosed, or was otherwise in the public domain through no fault of the Member; and
 - is required to be disclosed by the Member as required by law, court order, or government regulation provided that timely notice is given to the party whose Confidential Information is to be disclosed, to allow it a reasonable opportunity to minimize or oppose such disclosures. The Parties acknowledge they are subject to the Colorado Open Records Act (“CORA”) (CRS §§ 24-72-201 et seq.), and their obligations under CORA supersede obligations under this NDA.

ARTICLE 2. DUE DILIGENCE & RETAINED RIGHTS

- 2.1 **Due Diligence:** The Member on behalf of its officers, agents and employees (“Representatives”), agrees to maintain in confidence the Confidential Information with the same degree of care the Member holds its own confidential and proprietary information, which shall be no less than industry-accepted care. The Member shall 1) use the Confidential Information only for the purposes described above; 2) disclose the Confidential Information only to its Representatives who have a need to know in order to accomplish the intended purpose; and 3) not disclose the Confidential Information to any third party except as authorized in Article 1 above.
- 2.3 **End of Agreement Data Handling.** Upon termination of this Agreement, the Member, as soon as authorized by legally compliant document-retention policies, shall promptly erase, destroy, and render unreadable all Confidential Information of another member of the Consortium.
- 2.4 **No Obligation:** The Confidential Information disclosed to the Member under this NDA is with the express understanding that no Party will be obligated to enter into any further agreement(s) relating to Confidential Information. Members may decline to accept Confidential Information provided under this NDA and nothing herein obligates another Party to disclose Confidential Information.

ARTICLE 3. TERMINATION

This NDA shall terminate as to the Member upon termination of their participation in the Consortium as detailed in the NDA. The provisions of this NDA regarding the rights and obligations of the Parties relative to Confidential Information shared under this NDA shall survive any such termination.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

INFORMATION, CONFIDENTIAL OR OTHERWISE, IS PROVIDED “AS IS.” THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OR CONDITION. UTILIZING THE CONFIDENTIAL INFORMATION FOR THEIR OWN PURPOSES IS AT EACH PARTY’S OWN RISK.

In Witness Whereof, the Member’s authorized representative has executed this NDA:

Member: _____	
By: _____	Date: _____
Name: _____	Title: _____