

INTERGOVERNMENTAL AGREEMENT FOR BODY-WORN CAMERA USE

THIS AGREEMENT is entered into as of the ___ day of _____, 2024 (“Effective Date”) by and between the Board of County Commissioners of Arapahoe County, State of Colorado, acting on behalf of the Arapahoe County Sheriff’s Office (“ACSO”) (collectively “County”) and the South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (“South Metro”), each a “Party” and collectively the “Parties.”

WHEREAS, the County is a party to a Master Customer Agreement with Motorola Solutions, Inc. (“Motorola”), including all Addenda and Ordering Documents referenced therein (collectively the “Motorola Agreement”), pursuant to which the County may purchase certain equipment, including but not limited to V300 Body-Worn Cameras (“BWCs”), and license applicable software from Motorola;

WHEREAS, South Metro desires to equip its arson investigators with body-worn cameras and the County desires to assist South Metro by entering into an agreement for the use of BWCs because such use is consistent with the working relationship between the Parties and will improve safety and services to the community;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 29-1-203, C.R.S. and Article XIV, Section 18(2) of the Colorado Constitution.

NOW, THEREFORE, the parties mutually agree as follows:

A. Purpose.

1. The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the County will supply to South Metro seven (7) BWC kits, including such hardware and software as is required to maintain daily operation of the BWCs (“BWC Kits”).

B. Motorola Consent.

1. The Parties acknowledge and agree that this Agreement is contingent upon written approval from Motorola to include South Metro’s arson investigators as “Authorized Users” under the Motorola Agreement. Prior to the Effective Date, Motorola provided that consent. If at any time Motorola rescinds its consent, this Agreement will terminate promptly upon notification by the County to South Metro of Motorola’s rescission of consent.

C. Use of BWCs.

1. Scope of Use. South Metro shall be authorized to use the BWCs to equip its arson investigators with body-worn cameras, which BWCs may be used to the full extent permitted by law.

2. Training. ACSO will provide two hours of training on use of the BWCs to South Metro arson investigators on a date and at a time mutually agreed upon by the Parties. Any South Metro employee or agent who will use a BWC must attend the training.
3. Notices to ACSO Regarding Damage & Maintenance Issues. South Metro shall notify the ACSO Data Services Section Manager or Body-Worn Camera Coordinator in writing of any damage or defect to any BWC and return the BWC to the ACSO Body-Worn Camera Coordinator within ten (10) days of the occurrence. The notice shall describe the nature of the damage or defect, including the circumstances leading to the damage or defect, the date and time the damage occurred or the defect was discovered, and the name of the individual using the BWC at the time it was damaged or a defect was discovered.
4. Condition Upon Return. Within 5 business days after termination of this Agreement, South Metro shall return the BWC Kits to the ACSO Data Services Section Manager in the same or substantially same condition that they were in when South Metro took possession of the BWC Kits.

D. Processing and Maintenance of Footage.

1. ACSO will maintain any BWC video footage downloaded by South Metro to ACSO's digital evidence system for a period consistent with applicable law and in accordance with ACSO's retention schedule applicable to BWC video footage. ACSO will provide 7 building access key cards to South Metro for use only by South Metro's arson investigators to access ACSO's BWC docking stations for purposes of downloading BWC video footage to ACSO's digital evidence system. In the event any key card is lost or stolen, the South Metro investigator to whom the key card was provided shall immediately notify the ACSO Data Services Section Manager (during or after business hours) or Body-Worn Camera Coordinator (during business hours) and a replacement key card will be provided to the South Metro investigator within seven (7) days.
2. South Metro shall be the official custodian of any video footage generated by the BWCs. ACSO will provide BWC video footage to South Metro in accordance with South Metro's direction. If South Metro requires redaction of any portion of the BWC video footage, ACSO will complete the redactions as requested by and in accordance with South Metro's direction.

E. Payment Terms.

1. South Metro shall pay the County \$20,308.40 for the cost of the BWC Kits ("BWC Kit Costs") within thirty (30) calendar days after receipt of an invoice from the County.
2. In addition to the amount provided for in Section E.1., South Metro shall pay to the County a quarterly payment of Three Thousand Two Hundred and Seventy-Six Dollars (\$3,276.00) for the cost of maintaining and processing any BWC video footage downloaded by South Metro into ACSO's digital evidence system ("Quarterly Maintenance Fee"). The County will invoice South Metro for the Quarterly Maintenance Fee, and South Metro shall pay

the amount set forth therein within thirty (30) days after receipt of such invoice. The first quarterly invoice will be prorated from the Effective Date.

3. South Metro is a governmental entity and is therefore exempt from state and local sales and use tax. South Metro will not pay for or reimburse any sales or use tax that may not directly be imposed against South Metro.

F. Duration, Renewal and Termination.

1. Term. This Agreement shall continue in full force and effect for three years from the Effective Date of this Agreement (“Term”).
2. Termination. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days’ written notice to the other Party; provided, however, that the County cannot terminate this Agreement without cause in the first year of the Term. In the event the County exercises its right to terminate this Agreement prior to the end of the Term, the County shall forfeit any Quarterly Maintenance Fees not yet due to the County as of the termination date.
3. Annual Appropriation. South Metro’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of South Metro’s Board of Directors. In the event South Metro’s Board of Directors does not appropriate the funds necessary for the performance of its obligations during any calendar year of the Term, South Metro shall provide written notice of the non-appropriation no later than December 31 of the preceding calendar year.

G. Payment for Loss.

1. South Metro agrees to reimburse the County/ACSO for the replacement value of any lost, stolen, or damaged BWC provided under this Agreement, except that South Metro shall not be liable for normal wear and tear.

H. Employment Status and Relation of Parties.

1. Each of the Parties shall provide required workers’ compensation insurance, salary, benefits and appropriate equipment for their respective employees.
2. Both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents or subcontractors of one Party shall not be deemed or construed to be the employees, agents, or subcontractors of the other Party.

I. Compliance with Applicable Laws.

1. The Parties to this Agreement shall comply with all applicable provisions of local, State and federal laws and regulations.

J. Hold Harmless.

1. To the extent permitted by law, South Metro shall hold harmless the County, its elected and appointed officials, boards, officers, agents, employees and insurers from and against any and all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with South Metro's use of the BWCs.

K. Insurance.

1. In addition to compliance with the provisions set forth in Section J of this Agreement, South Metro shall obtain and maintain, at its own expense, general liability insurance, and automobile liability insurance coverage in an amount and in such forms as reasonably necessary to protect the County, its officials, employees, and agents and South Metro against any and all claims arising from South Metro's use of BWCs pursuant to this Agreement including, but not limited to, claims arising from the acts, omissions, or negligence of its officers, employees, contractors, invitees or agents against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person or persons or other entities, including the County, occurring during such use.
2. The Parties understand and agree that the policy limits or other provision of insurance coverage obtained and maintained pursuant to this Section shall in no way limit South Metro's obligations pursuant to this Agreement.

L. Entire Agreement.

1. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

M. Governing Law and Venue.

1. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue of any action arising under this Agreement shall be in the appropriate court in Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to interpretation of this Agreement.

N. Notices.

1. All notices, requests for payments, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

County:

Arapahoe County Sheriff's Office
c/o Data Services Section Manager
13101 E. Broncos Parkway
Centennial, Colorado 80112

South Metro:

South Metro Fire Rescue
Attention: Fire Marshal
9195 East Mineral Avenue
Centennial, Colorado 80112

O. Assignment.

1. Neither the County nor South Metro shall have the right to transfer assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

P. Governmental Immunity.

1. Nothing in this Agreement shall be interpreted to waive the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("CGIA") or otherwise available to the Parties for federal claims.

IN WITNESS WHEREOF, the parties to this agreement enter into this agreement on the date provided above:

Name:
Title:
Arapahoe County, Colorado

Name:
Title:
South Metro Fire Rescue Fire Protection District