

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MONTROSE AND HUERFANO COUNTY

This Intergovernmental Agreement (“Agreement”) is made by and between the **CITY OF MONTROSE**, a Colorado home rule municipal corporation (“City”), with a mailing address of P. O. Box 790, Montrose, Colorado 81402, and **HUERFANO COUNTY**, with a mailing address of 401 Main Street, Walsenburg, CO 81089 (“County”). (City and County are sometimes herein referred to individually and generically, as a “Party” and, collectively, as “Parties”).

I. BACKGROUND AND PURPOSE OF AGREEMENT

The parties find it mutually beneficial to share public safety data between the Parties. This can be done through the Insight System, which the Parties both have access to. The purpose of this Agreement is to outline the roles and responsibilities of the Parties when sharing different data through the Insight System between agencies.

II. DEFINITIONS

For purposes of this Agreement:

1. Insight System shall mean any version of public safety software application provided by Motorola Solutions, Inc.
2. Authorized Individual(s) means a person who has been given a unique username and password login to the Insight System. Any Authorized Individual must work for the City OR County, including all affiliated IT, GIS, Legal and other related departments, or an employee of an authorized Shared Agency.

III. DATA USE

Dissemination of data or information is the responsibility of the party recording the data or information in accordance with this Agreement and applicable federal, state, and local laws. Each Party shall be responsible for the proper use of the Insight System and its use is only by Authorized Individuals of such party.

Each Party shall have processes and procedures in place to prevent unauthorized third-party access to the Insight System. Each Party shall have their Authorized Individuals have unique user accounts within the Insight System. The sharing of accounts within an agency is expressly prohibited.

IV. SECURITY

Each Party shall:

1. have authorization to add, modify, and delete any information or access for that Party's users;
2. not modify the any access rights of any Authorized Individual that is not within that Party's organization;
3. create and maintain an Authorized Individual list; and
4. be responsible for any unauthorized use of the Insight System within their organization.

V. INFRASTRUCTURE

The City shall put reasonable efforts forth:

1. to obtain and maintain a maintenance agreement with all hardware vendors needed to support this Agreement;
2. to ensure the County has access to the Insight System twenty-four (24) hours a day, seven (7) days a week;
3. make all server configuration changes in coordination with County;
4. give one (1) week notice of any scheduled maintenance of any system that may restrict County's access to the Insight System; and
5. give as much notice as practicable for any unscheduled down time of the Insight System.

VI. EXPENSES

Each Party to this Agreement shall bear its own expenses. No transfer of money is expected between the Parties.

VII. TERM OF AGREEMENT

1. This Agreement shall be effective as of the date of signature last made hereon, and shall remain in effect until the earlier to occur of: (a) either Party terminating their access to the Insight System, or (b) termination of this Agreement as set forth herein.
2. Either Party may, in its sole and absolute discretion, and at any time, terminate this Agreement without any liability to the non-terminating Party, except as stated herein. Termination shall be accomplished by sending a sixty (60) day written notice.

VIII. GOVERNING LAW

The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

IX. INDEMNIFICATION

To the fullest extent permitted by law, County agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims and demands, on

account of injury, loss, or damage, which arise out of or are in any manner connected with the services provided by the City to County hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the City or any subcontractor of the City, or any officer, employee, representative, or agent of the City or of any subcontractor, or any other person for which City is responsible. County shall investigate, handle, respond to, and provide defense for, and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one (1) such counterpart.

XI. WHOLE AGREEMENT

This Agreement represents the entire agreement between the County and the City in relation to the subject matter hereof, and supersedes any and all previous agreements, arrangements or discussions between them (whether written or oral) with respect of the subject matter hereof.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

XIII. ASSIGNMENT

1. *No Assignments.* Neither Party may assign any of its rights under this Agreement, except with the prior written consent of the other Party. That Party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, (i) a “change of control” is deemed an assignment of rights; and (ii) “merger” refers to any merger in which a Party participates, regardless of whether it is the surviving or disappearing corporation.
2. *No Delegations.* No Party may delegate any performance under this Agreement.
3. *Ramifications of Purported Assignment or Delegation.* Any purported assignment of rights or delegation of performance in violation of this Section is void.

4. This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

XIV. TABOR CLAUSE

The Parties agree that the City's payment of any monies, or provision of services requiring a financial commitment under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

XV. THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity, other than the signatories.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date set forth beneath their respective signatures. This Agreement shall become effective as of the date of signature last made hereon.

Accepted and Agreed to by:

CITY OF MONTROSE, COLORADO

By: _____
Its: _____
Date: _____

Attest:

Lisa DelPiccolo, City Clerk

HUERFANO COUNTY

By: _____
Its: _____
Date: _____

Attest:

_____, _____