

# MOU Examples between Police Departments and Attorneys

City of Colorado Springs Police Department  
&  
Fourth Judicial District Attorney's Office, Colorado

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FOURTH JUDICIAL DISTRICT ATTORNEY'S OFFICE AND  
THE CITY OF COLORADO SPRINGS FOR THE IMPLEMENTAION OF THE  
COLORADO SPRINGS POLICE DEPARTMENT'S  
BODY WORN CAMERA PROGRAM**

This Memorandum of Understanding (MOU) is made by and between the Fourth Judicial District Attorney's Office, Colorado ("DAO"), and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City") by and through its Colorado Springs Police Department ("CSPD"). For purposes of this MOU, each Party may be referred to as a "Party" or collectively as "Parties".

**WITNESSETH**

**WHEREAS**, the agencies of the Fourth Judicial District have a documented history of collaboration among governmental and community agencies working to better the community by eradicating crime, advocating for victims, and holding offenders accountable; and

**WHEREAS**, the use of body-worn cameras ("BWC") by law enforcement has the potential to demonstrate transparency to our community; to document evidence; and to deter unprofessional, illegal, and inappropriate behaviors by both law enforcement and the public; and

**WHEREAS**, this MOU demonstrates the Parties' cross-agency collaboration and commitment to the successful implementation of CSPD's BWC Program.

**NOW THEREFORE, THE DAO AND THE CITY AGREE AS FOLLOWS:**

**Section 1.**

**The Colorado Springs Police Department:** CSPD will have the sole responsibility for implementing the proposed project. CSPD's mission is to promote the quality of life and the safety of its citizens by providing police services with integrity and a spirit of excellence in partnership with the community. CSPD has assigned a BWC Program Director at the rank of Commander to oversee implementation of the program. CSPD intends to commit personnel and resources as necessary to a planned implementation model based on best practices guidance, consistent with available appropriations and funding. CSPD will consult with the DAO and the City Attorney's Office ("CAO") as CSPD establishes its relevant policy, system selection, and retention specifications. CSPD is committed to implementing BWC Program using sound policy and procedure as well as using a system that is the best overall value for the citizens of Colorado Springs and that does not cause an undue burden on other parts of the criminal justice system.

**Fourth Judicial District Attorney's Office:** The main function of the DAO is to enforce the criminal laws of the State of Colorado by seeking justice on behalf of citizens of El Paso and Teller Counties. A primary goal of the DAO is to achieve justice for the victim and the community by holding offenders appropriately accountable for their conduct.

The DAO will consult and provide suggestions to the CSPD as CSPD establishes its relevant policy, system selection, and retention specifications. The specific considerations of importance to the DAO in this program are as follows:

- Recording protocols: when to activate & deactivate camera; when recording is required, discretionary, and prohibited
- Data retention periods for evidentiary recorded data
- Method of storage and tagging of evidentiary video
- Method for documenting chain of custody & preserving integrity of the footage
- Accessibility of the video to prosecutors and method for release of recordings as discovery in criminal matters as per Colorado Rules of Criminal Procedure
- Whether officer reviews recordings in context of the ensuing investigation
- The need to document the existence of the BWC footage in written reports as well as when/why it was turned on/off
- Importance of recordings not taking the place of a thorough investigation and well-written report

As requested, the DAO will assist CSPD in the review of training curriculum and by providing training to officers related to the BWC Program.

**City of Colorado Springs, City Attorney's Office:** The CAO is the legal advisor to the Mayor, City Council, their respective Appointees and Enterprises, including Colorado Springs Utilities, City boards, commissions and committees, and its staff members in the conduct of City business. In addition, the CAO represents the City in all court cases where the City has an interest and prosecutes all cases docketed into Municipal Court. The CAO employs a full-time Senior Attorney as the Public Safety Attorney who works directly with all of the City's public safety departments, including CSPD. The CAO will work directly with the CSPD on CSPD's establishment of relevant policy, system selection, and retention specifications.

The specific considerations of importance to the CAO in this program are as follows:

- Recording protocols: when to activate & deactivate camera, when recording is required, discretionary, and prohibited
- Data retention periods for evidentiary recorded data
- Method of storage and tagging of evidentiary video
- Method for documenting chain of custody & preserving integrity of the footage
- Accessibility of the video to prosecutors and method for release of recordings as discovery in criminal matters as per Colorado Rules of Criminal Procedure
- Whether officer reviews recordings in context of the ensuing investigation
- The need to document the existence of the BWC footage in written reports as well as when/why it was turned on/off
- Importance of recordings not taking the place of a thorough investigation and well-written report

The CAO will also advise CSPD on other policy matters, including:

- Analysis of public release of recordings under Colorado Open Records Act and Colorado Criminal Justice Records Act
- Retention of recordings in use of force incidents and other non-criminal incidents
- Use of recordings in employment matters

As requested, the CAO will assist CSPD in the review of training curriculum and by providing training to officers related to the BWC Program.

### **Section 2.**

Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to impose any liability for claims or be a relinquishment or waiver of any kind of the applicable limitations of liability provided to any Party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

### **Section 3.**

The terms of this MOU shall commence upon execution by all of the Parties, and it shall terminate upon the promulgation by CSPD of its policies and procedures for the BWC Program or on December 31, 2015, whichever shall first occur.

### **Section 4.**

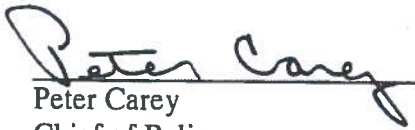
By entering into this MOU, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU is not intended to and shall not create in the public or any individual member of the public, a third party beneficiary relationship, or to authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

### **Section 5.**

This MOU is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. For any dispute requiring court action concerning this MOU, jurisdiction shall exclusively be in the El Paso County District Court for the Fourth Judicial District of Colorado.

### **Section 6.**

The waiver of any breach of a term, provision, or requirement of this MOU shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement. The sole and exclusive remedy for any breach of this MOU shall be termination, and none of the Parties shall be entitled to recover damages, costs or attorney fees.

  
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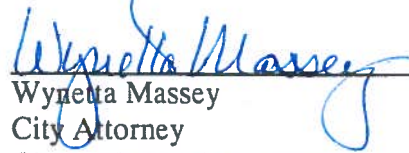
Peter Carey  
Chief of Police  
Colorado Springs Police Department

6-10-15  
Date

  
\_\_\_\_\_

Dan May  
District Attorney  
Fourth Judicial District

6/12/15  
Date

  
\_\_\_\_\_

Wynetta Massey  
City Attorney  
City of Colorado Springs

June 15, 2015  
Date

City of Albany Police Department  
&  
Albany County District Attorney's Office



P. DAVID SOARES  
DISTRICT ATTORNEY  
CHRISTOPHER D. HORN  
SPECIAL COUNSEL

COUNTY OF ALBANY  
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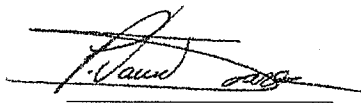
DAVID M. ROSSI  
CHIEF ASSISTANT DISTRICT ATTORNEY  
CHERYL K. FOWLER  
DEPUTY CHIEF ASSISTANT  
DISTRICT ATTORNEY

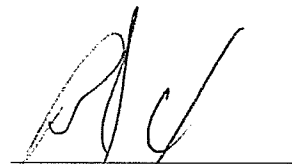
MEMORANDUM

Memorandum of Understanding  
By and between the Albany County District Attorney's Office and the City of Albany Police  
Department

We the undersigned are submitting a Memorandum of Understanding as a collaborative effort. We are committed to Body Worn Camera Implementation in the City of Albany and aim to develop and strengthen effective law enforcement and prosecution strategies through the use of technology and best practices. The Office of the Albany County District Attorney and the City of Albany Police Department will:

- Assist in developing policy and procedures for the Implementation of a Body Worn Camera Initiative in the Albany Police Department to continue to build legitimacy within the community;
- Work collaboratively to develop policies and practices to address the issues of technology usage, evidence acquisition, data storage, retention and transfer.
- Participate in a collaborative manner with identified stakeholders for the implementation and deployment of Body Worn Cameras;
- Integrate Body Worn Camera Footage into current E-Discovery initiative;
- Provide appropriate personnel and resources based upon assessments of program successes and outcomes; and
- Assist in replicating program successes across New York State through continued information sharing with all District Attorneys and Law Enforcement Agencies.

  
David Soares  
District Attorney

  
Brendan Cox  
Chief of Police

**Council Member Golby, Applyrs, Bailey, Conti, Doesschate, Fahey, Herring, Igoe, Kimbrough, Kornegay and O'Brien with the support of Council President McLaughlin introduced the following:**

**Resolution Number 39.62.15R(MC)**

**RESOLUTION OF THE COMMON COUNCIL IN SUPPORT OF THE CITY OF ALBANY POLICE DEPARTMENT'S APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, FISCAL YEAR 2015 COMPETITIVE GRANT FOR A BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM**

**WHEREAS**, the Albany Police Department is submitting an application to the Department of Justice 2015 Body-Worn Camera Pilot Implementation Program; and

**WHEREAS**, the Albany Common Council recognizes the value of body camera systems while understanding the complexities of issues such as personal privacy and civil liberties; and

**WHEREAS**, this program will ultimately serve as an integral tool to enhance the many accomplishments the Albany Police Department has already achieved by implementing community policing strategies and improving police legitimacy and transparency; and

**WHEREAS**, we look forward to working collaboratively with partners in the City of Albany, the Albany Police Department, the Albany County District Attorney's Office and other community partners as we continue our efforts to improve law enforcement's interactions with the public; and

**WHEREAS**, this grant will allow the Council and numerous other stakeholders to assist the police department in development and implementation of policies and procedures; and

**WHEREAS**, this grant will also provide for public input into the process of developing and implementing procedures; and

**WHEREAS**, our continued collaborative initiatives will enhance the on-going efforts to make the City of Albany the safest community in America.

**NOW, THEREFORE, BE IT RESOLVED**, the Albany Common Council expresses support for the Albany Police Department's application for the Department of Justice 2015 Body-Worn Camera Pilot Implementation Program.

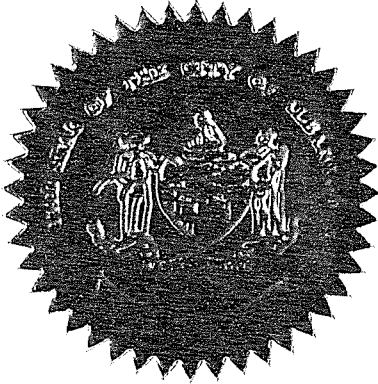
**Passed by the following vote of all the Council Members elected voting in favor thereof:**

Affirmative – Applyrs, Bailey, Conti, Doesschate, Fahey, Flynn, Golby, Herring, Igoe, Kimbrough, Kornegay, O'Brien and Robinson

Negative – Commisso

Abstain – Krasher

Affirmative 13 Negative 1 Abstain 1



I, Nala Woodard, City Clerk and Clerk of the Common Council, do hereby certify that Resolution Number 39.62.15R (MC) was passed at a meeting of the Albany Common Council on June 15<sup>th</sup>, 2015.

In Affirmation thereof, I hereto set my hand and affix The Seal of the City of Albany this 16<sup>th</sup> day of June 2015.

Clerk of the Common Council

Bridgeport Police Department  
&  
Connecticut State's Attorney - Fairfield District

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is filed in fulfillment of requirements set forth under the U.S. Bureau of Justice Assistance Body-Worn Camera Pilot Implementation Program. The purpose of this document is to memorialize certain responsibilities and expectations between the Bridgeport Police Department (Police) and the CT State's Attorney – Fairfield Judicial District (the Agency) as it relates to the Stamford/Bridgeport request for funding under the Body-Worn Camera Program.

## **Participating Parties:**

Bridgeport Police Department  
Joseph L. Gaudett, Jr., Chief of Police  
300 Congress Street  
Bridgeport, CT 06604

CT State's Attorney – Fairfield District  
John C. Smriga, State's Attorney  
1061 Main Street  
Bridgeport, CT 06604

## **Objectives:**

The City of Bridgeport, in collaboration with the City of Stamford, seeks funding under the Body-Worn Camera Pilot Implementation Program to develop comprehensive policies and procedures to govern the integration of body-worn cameras into policing practices of the Bridgeport Police Department. Such policies and procedures shall be developed to incorporate appropriate consideration of safety, transparency, privacy, civil rights and accountability of police officers and citizens.

## **Responsibilities:**

The Bridgeport Police Department shall:

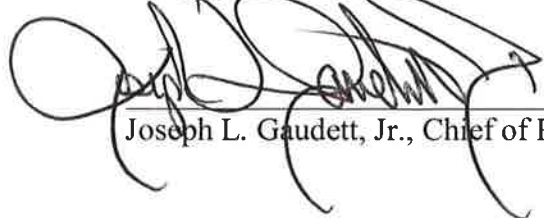
1. Develop and draft body-worn camera implementation policy and disseminate to the Agency.
2. Develop a communication strategy including, but not limited to, emails, meetings, and public hearings to disseminate the proposed policy and solicit feedback from the Agency and its constituents.
3. Assign a liaison to the Agency as a direct contact for all communications relating to the Body-Worn Camera program.

The Office of the CT State's Attorney shall:

1. Appoint a senior staff member as the point of contact for all communications relating to the Body-Worn Camera program.
2. Assist the Bridgeport Police Department to develop a body-worn camera implementation policy through written and verbal feedback on the draft policy.
3. Assist the Bridgeport Police Department to establish guidelines on the use of body-worn cameras in criminal investigations and prosecutions. Such guidelines shall also govern selection of the body-worn camera system as well as retention specifications.
4. Attend and/or participate in at least three (3) events including meetings, telephone conference calls, and public hearings sponsored by the Department and encourage attendance by the Agency's constituents as appropriate.

***Participating Police Department and Agency:***

Bridgeport Police Department  
Joseph L. Gaudett, Jr., Chief of Police  
300 Congress Street  
Bridgeport, CT 06604

A handwritten signature in black ink, appearing to read "Joseph L. Gaudett, Jr.", written over a horizontal line.

Joseph L. Gaudett, Jr., Chief of Police

CT State's Attorney – Fairfield District  
John C. Smriga, State's Attorney  
1061 Main Street  
Bridgeport, CT 06604

A handwritten signature in blue ink, appearing to read "John C. Smriga", written over a horizontal line.

John C. Smriga, State's Attorney