



Office of the Chief of Police  
15001 East Alameda Parkway  
Aurora, Colorado 80012  
303.739.6016

## **APD MEDIA AGREEMENT FOR ACCESS TO ENCRYPTED RADIO COMMUNICATIONS**

**THIS AGREEMENT** is made between the AURORA POLICE DEPARTMENT (“APD”), the City of Aurora (“City”) and \_\_\_\_\_, a Media Organization registered to do business in Colorado, whose address is \_\_\_\_\_ (“Media Organization”). Both the Media Organization and APD may be referred to collectively herein as the “Parties” or individually as a “Party.”

### **RECITALS**

APD is responsible for public safety and enforcement duties in accordance with City Code and Charter. In performance of its duties, APD uses certain radio and communication equipment specifically to communicate with its officers and personnel in the protection of public safety.

The general public including news media agencies in and around the City has customarily accessed certain police and other safety radio communication transmissions on a limited basis for information purposes through the use of “police scanners” and similar devices.

APD and other law enforcement agencies have determined the need to “encrypt” its radio and communication signals as means of protecting officer safety, tactical decisions, investigation details, suspect information, and victim privacy and confidentiality.

However, APD and the City also recognize the vital role news media play in providing safety and other information to citizens of the City.

To continue to work collaboratively and cooperatively with news media agencies, APD is willing and able to provide news media agencies a APD encrypted radio (“APD radio”) subject to terms and conditions of this Agreement between APD and the Media Organization.

**IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**RADIO PROVISIONS:**

- A. Media organizations wishing to monitor encrypted City of Aurora Public Safety Communications transmissions must obtain permission from the Aurora Police Department.
- B. Media organizations are wholly responsible for the purchase and maintenance of the radio equipment.
- C. Radios shall be programmed only by personnel authorized by the City of Aurora.
- D. Media organization shall have access to Primary District Channels only.
- E. Radio equipment shall have “receive only” capability.
- F. There shall be no simultaneous rebroadcast, or sharing of broadcast information via any means, including social media, without the express permission of the Aurora Police Department Public Affairs Unit, or the Office of the Chief of Police (or designee).
- G. Media organizations shall wait a minimum of twenty (20) minutes before rebroadcasting of any transmission via any means, including social media, without prior authorization of the Aurora Police Department Public Affairs Unit, or the Office of the Chief of Police (or designee).
- H. Media Organization must verify the accuracy of information on the radio scanner with a member of the Aurora Police Department Public Affairs Unit, or the Office of the Chief of Police (or designee) team prior to releasing any information to the public if the information is not already publicly available.
- I. No unauthorized adjustment, reprogramming or modification to the function of the radio shall be permitted.
- J. The media organization in possession of an approved radio agrees that immediate notification shall be made to the Aurora Police Department Public Affairs Unit in the event the radio is lost or stolen, and that said radio shall be immediately disabled.
- K. The authorized organization agrees that the approved radio shall not be transferred, sold, loaned or otherwise provided to any other entity, individual or organization. The approval for receipt of Public Safety Communications transmissions resides solely with the approved organization.

## **OTHER PROVISIONS**

- A. **INDEMNIFICATION:** Media Organization shall fully shall indemnify, defend and hold harmless the Aurora Police Department, the City of Aurora, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from this Agreement.
- B. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City of Aurora and the Aurora Police Department is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).
- C. **LEGAL AUTHORITY:** Media Organization represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Media Organization represents and warrants that they have been fully authorized by the Media Organization to execute the Agreement on behalf of the Media Organization and to validly and legally bind the Media Organization to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Media Organization or the person signing the Agreement to enter into the Agreement.

## **TERMINATION**

- A. A first violation of the agreement shall result in the removal of the violating media organization's access to the Public Safety Communications transmissions for no less than 30 days.
- B. A second violation shall result in the permanent removal of the violating media organization's access to Public Safety Communications transmissions subject to a request for reconsideration submitted in writing to the Office of the Chief of Police.

## **NOTICES**

- A. All notices, demands, or other documents or instruments required or permitted to be served upon either party hereto shall be in writing and shall be deemed duly served when delivered in person, by electronic mail, or when mailed certified mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

Chief of Police  
Aurora Police Department  
15001 East Alameda Pkwy  
Aurora, CO 80012

[ \_\_\_\_\_ ]  
Insert Media Organization Information

**[SIGNATURE PAGES TO FOLLOW]**

**SIGNATURE PAGE**

---

Insert Name – Media Organization  
Insert Title

---

Date

---

Chief of Police  
Aurora Police Department

---

Date