

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

This Memorandum of Understanding (“Memorandum”), executed on date below between The City of Springfield through its Springfield Police Department (hereafter referred to “Agency”) and Springfield School District No. 186 your PARTNER organization with its principal address indicated below and within the Registry portal, (hereafter referred to as “Partner”) (collectively referred to as “the Parties”).

II. PREAMBLES

WHEREAS, Agency is a law enforcement organization responsible for the preservation of safety and security in the geographic area in which the City of Springfield has jurisdiction.

WHEREAS, Partner is a public school district organization operating under the Illinois School Code and within the jurisdiction of the Agency.

WHEREAS, this Memorandum is designed to outline has as its objective the collaboration and participation of both organizations for the safety and security of the community those who are at Partner location(s), and for this reason this Memorandum facilitates the establishment of additional channels of communication and sharing of video sources that permit the creation and interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for Agency on behalf of Partner.

WHEREAS, the missions of the parties Partner are complementary;

THEREFORE, Partner wishes to work with the Agency and the Agency wishes to work with the Partner together and in compliance with the following clauses:

III. DEFINITIONS

fusucORE – means the appliance or device attached to Partner’s cameras which provides Agency access to live streaming video feeds at Partner’s location(s).

fusucONE – means a cloud-based real-time crime center map interface that combines public and private video streams into a single feed, enabling greater situational awareness and a common operating picture.

fusucREGISTRY (“Registry”) – means a custom website portal for community members to register privately owned cameras.

Law enforcement or emergency purpose – means any situation or activity that is directly related to the enforcement of laws or the response to emergencies, including but not limited to activities such as, the apprehension and arrest of individuals suspected of committing crimes, the investigation of criminal offenses, the maintenance of public order and safety, the protection of life and property, and the provision of emergency services during natural disasters, accidents, or other critical situations.

IV. GOAL

The goal of this Memorandum is to set forth guidelines for sharing of some of Partner's video Source locations and/or video sources with the Agency. Within fourteen (14) days of the execution of this MOU, the Parties will meet and identify the Partner's cameras which may be accessed by the Agency. The list of cameras to which the Agency has access can be modified or revised at any time during the term of this or any subsequent MOU. A "master list" of cameras utilized under this MOU will be created and initialed by the parties.

V. PURPOSE

For the purpose of the fususRegistry, the location of Partner's video sources is granted to Agency. In the case of fususONE, video access is granted by Partner to video sources designated by Partner that are owned by or under management by Partner. Cameras shared must be approved by Agency as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Partner and areas surrounding Partner's location(s). Real-time and routine monitoring of Partner's cameras by Agency is neither intended nor expected. Video sharing by Partner with Agency is intended to be done in the spirit of partnership for improved situational awareness and efficiency of emergency response by Agency. Video access by Agency does not constitute commitment on the part of Agency that video will be viewed in emergencies or when requested by Partner.

Partner is the sole owner of the video at the time it is created by the cameras deployed at Partner's location(s). The fususCORE device is connected to Partner cameras to act solely as a secure buffered video gateway. The fususCORE device is the means through which Agency accesses video from Partner cameras for Law enforcement or emergency purposes. Agency has no access to or custody over video contained on the fususCORE at any time prior to making a digital request for video access via the fususONE software interfacing with the fususCORE. The purpose of this request is to allow Agency access to the video for Law enforcement or emergency purposes and consistent with the level of access granted to the video by the Partner to the Agency. Once requested from Partner through fususONE, the video is transferred from the fususCORE into a cloud hosted environment which adheres to FBI Criminal Justice Information Services ("CJIS") standards and complies with applicable laws governing storage, access, and dissemination of evidentiary data.

VI. RESPONSIBILITIES OF AGENCY

Agency will only access video sources designated by Partner for fusion into Agency's video software. Agency will not share access to Partner's camera views with members of the public, or outside of Agency, without the prior written consent of Partner, unless compelled by law. Agency will ensure video access is strictly limited to personnel responsible for monitoring the system, and authorized login metadata will be tracked and logged. Agency will ensure any employee responsible for video access is trained on system use and security of access. Agency will direct any inquiries related to Partner's video sources to the appropriate designee as indicated in Section X.

VII. RESPONSIBILITIES OF PARTNER

Partner will provide Agency at least one point of contact, as indicated below, with a basic understanding of Partner's inventory and locations of surveillance cameras as may be required for

video sharing. In the case of video integration, typical configuration should take less than an hour and may require installation of additional hardware at Partner location(s). Partner will provide information needed by the Agency for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.

VIII. ACCESS REQUIREMENTS

Non-Emergency Access: Non-emergency access to the Partner's cameras shall be governed by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

Persons Allowed Access: The Agency shall compile and provide the Partner with a list of employees who are allowed access to the approved cameras. The list may be updated as needed. Under this MOU, the following shall have access so long as they are identified in the list provided by the Agency to the Partner: Agency command staff of lieutenant or above; and other individuals identified by the Agency.

Access Reports from Cameras within Schools: The Agency shall notify the Partner's Coordinator of Security and Safety or Executive Director of School Support within 24 hours of any access to cameras within the interior of any school.

Monthly Access Reports: The Agency shall keep track of each and every time Partner's cameras are accessed by its employees or the persons identified above. Each month the Agency shall provide the Partner with a report including the following: date, time, identity of party accessing the camera, and reason for accessing the camera. These reports shall be delivered to the Partner's Coordinator of Security and Safety.

Student Records and Privacy: The parties agree and understand that the images captured by the Partner's cameras may include student records. The parties agree and understand that the privacy rights afforded to student records are provided for under state and federal law. The Agency agrees to train all personnel who are granted access to the Partner's cameras under this MOU. The Agency shall provide appropriate educational information and training to their employees so that student records remain private as provided by state and federal law. The Agency shall develop a policy with regard to employee treatment of and access to student records under this agreement and shall discipline its employees for any violation of this Agreement.

IX. LIMITATION OF LIABILITY

EXCEPT FOR UNAUTHORIZED USE OF PARTNER CAMERAS BY THE AGENCY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS MEMORANDUM.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS MEMORANDUM, AGENCY DISCLAIMS ALL WARRANTIES AS TO THE HARDWARE DELIVERED

HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THE SOLE REMEDY OF PARTNER FROM ANY DEFECTS OR FAILURES WITH RESPECT TO THE HARDWARE SHALL BE TO PROCEED AGAINST THE HARDWARE MANUFACTURER UNDER THE WARRANTIES THAT HAVE BEEN ASSIGNED BY AGENCY TO PARTNER, AND AGENCY SHALL IN NO EVENT HAVE ANY RESPONSIBILITY FOR SUCH DEFECTS OR FAILURES.

X. EFFECTIVE DATES AND AMENDMENTS.

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of five (5) years from that date unless earlier terminated. Neither Agency nor Partner may assign or transfer all or any portion of this Memorandum without the prior written consent of the other party.

The Memorandum may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both Parties.

Either Agency or Partner may terminate this Memorandum and any related agreement at any time and for any reason by giving thirty (30) days written notice to the other party.

The individuals signing this Memorandum on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Memorandum shall have been duly executed by the entity each represents.

X. NOTICES

All communications between Partner and Agency shall be directed to:

Agency:

Springfield Police Department
c/o Lt. Tim Jenkins, Fusus Project Manager
800 E. Monroe St.
Springfield, IL
(217) 210-1141
Timothy.Jenkins@springfield.il.us

Partner:

XI. ENTIRETY

This Memorandum, including all addendums, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by the both Parties.

Agreed:

FOR THE AGENCY

FOR THE PARTNER

Misty Buscher
Mayor, Agency of Springfield

Signature

Title

Date

Date

Kenneth Scarlette
Chief of Police

Partner

Date

Partner Address

Subscribed and sworn to before me this
____ day of _____, 20__.

Notary Public