

MEMORANDUM OF UNDERSTANDING BETWEEN
_____ **AND**
THE CITY OF SAINT LOUIS DIVISION OF POLICE FOR
PUBLIC ACCESS VIDEO - MOBILE TRAILER/SECURITY CAMERAS

This Memorandum of Understanding ("MOU"), is made and entered into on this ____ day of _____, 20__ between _____, a company incorporated under the laws of the State of _____ ("Company"), and the City of Saint Louis, Missouri, by and through its Police Division ("Police").

RECITALS

WHEREAS, Company occupies or operates a building or buildings located in St. Louis, Missouri, at the address or addresses listed in Exhibit A, which is attached to and incorporated into this MOU (the "Premises").

WHEREAS, Company has or expects to acquire at its own cost a system of cameras that are affixed to Company's Premises or on a mobile trailer (the "System"), utilized for Company's own purposes, and

WHEREAS, Police desires, for public safety purposes, access to real-time, visual image data of exterior areas collected by the System ("Public Access video"), and

WHEREAS, Company wishes to share the Public Access video to assist Police with responding to public safety incidents,

NOW THEREFORE, Police and Company (the "Parties"), have agreed to enter into this MOU setting forth the Parties' understanding and expectations relating to the sharing of the Public Access video as follows:

Article 1. Right to Use

1.1 Subject to the terms and conditions of this MOU, Company will allow Police, its officers, representatives, agents and employees, real-time access to the Public Access video, including archived Public Access video, at no charge, with the extent of coverage of such Public Access video to be mutually agreed upon by Company and Police, for the Term of this MOU solely for the purposes specified herein ("Police Access"). Company acknowledges that Police may view the Public Access video in real-time. Police will have access to any retention policy by Company regarding the Public Access video.

Police acknowledges and agrees that the Public Access video will be accessed only for public safety purposes, as determined solely by Police. Police Access to the Public Access video is primarily a public safety measure that is intended to aid Police efforts to respond to incidents. Police acknowledges and agrees that Public Access video shall not be used for commercial or for-profit purposes of any kind.

Police's monitoring of video will be on an event-driven basis, will not be on a constant live monitoring basis and will be limited to exterior public access areas.

Article 2. Company Obligations

2.1 Company agrees to provide Police, prior to Implementation (as defined in Article 4 below), detailed specifications regarding the System and the requirements necessary in order to achieve the Implementation, defined below in Article 4. Such specifications will be attached to and incorporated into this MOU as Exhibit B (the "Specifications").

2.2 Company agrees to cooperate and negotiate with Police in good faith in order to bring about the execution of the Implementation.

2.3 (a) Company and Police will each bear the cost of providing and maintaining their own infrastructure and all support mechanisms with respect to Implementation, including hardware, software and equipment. Company will bear the cost of internet access or wireless network specifically necessary for the relay of Public Access video from Company to Police. In addition, Company will disclose any material changes to Company's System that would affect Police's Access within ten (10) business days of Company's implementation of System change(s). Company acknowledges that maintenance and download of the Public Access video may require significant data usage and cost based on Company's data plan with its internet or wireless service provider, and such downloads may result in slower data speed for Company due to such downloading. Police bears no responsibility for such cost or any limitations or consequences for Company from such data usage or loss of data speed.

(b) Unless otherwise provided in this MOU, and subject to Section 2.3(a), each Party will bear its own costs in relation to this MOU. Expenditures by Police will be subject to applicable budgetary processes and availability of funds pursuant to applicable laws and regulations. The Parties expressly acknowledge that this MOU in no way implies that Police will appropriate any funds for such expenditures.

2.4 Company will appoint and identify to Police at least one (1) Company employee who has extensive technical knowledge regarding the System and who will act as Company's representative and will serve as Company's primary point of contact with respect to this MOU. Until further notice, Company's designated employee is _____. Phone: _____ at email: address: _____ or address: _____. Should this designated contact change, Police will be promptly notified of the replacement designated employee.

2.5 During the Term (as defined in Article 5 below) of this MOU, at Company's discretion, Company will, at such time as is mutually agreed upon by the Parties, permit Police, its officers, representatives, officials, agents and employees to enter designated areas of the Premises in order to (a) install any Police hardware or equipment necessary to achieve the Implementation, as such hardware or equipment is identified in the Specifications, (b) to maintain such Police hardware or equipment, and (c) to retrieve any Police hardware or equipment upon expiration or termination of this MOU. Police must request access for any such intended entry. Consent to enter specific areas of the Premises given by the Company will not create, nor be deemed to imply the creation of, any additional

responsibilities on the part of Company.

2.6 Nothing in this MOU relieves Company of its obligations to comply with City Ordinances, State laws, and Federal laws (such as zoning, parking, traffic safety, and encroachment regulations). Company will ensure that the System is not placed in a manner to cause prevent the minimum of 3-foot width under the Americans with Disabilities Act for access to sidewalks and use of sidewalks. Company will use the System in compliance with local and other laws.

2.7 Nothing in this MOU shall be deemed a waiver of any legal rights or remedies by either of the Parties.

Article 3. Disclaimers and Liabilities

3.1 (a) Company acknowledges that Police, in Police's sole discretion, may or may not exercise Police Access. Police has no duty to access the Public Access video. During the Term, Police may opt to access the Public Access video at such times as the Police wishes, in its sole discretion, in accordance with the terms of this MOU. Company further acknowledges that Police is not obligated in any way to Company to access the Public Access video at any time and that the Police's intent with respect to Police Access is solely to enhance overall public safety capabilities. Police acknowledges that Company retains sole ownership of and exclusive control of the System.

(b) Police and Company agree to inform each other upon discovery that the System is not operational.

3.2 EXCEPT AS SPECIFICALLY SET FORTH OTHERWISE IN THIS MOU, COMPANY MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SYSTEM, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY COMPANY.

3.3 This MOU is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Company and the Police. Company and Police acknowledge that they are not a representative, employee, agent, or partner of the other party.

Article 4. Implementation

At such time as is mutually agreed upon by the Parties, Police, or Police's agent, will integrate the System with Police's Real Time Crime Center in order to permit access of the Public Access video by Police and effectuate Police Access ("Implementation"). Any such Implementation will occur in accordance with a written work plan or other documentation to be agreed upon by the Parties.

The Company will grant Police, or Police's agent, any reasonable access to the Premises or easement necessary in order to achieve Implementation, including for the purpose of installing, maintaining and retrieving any Police hardware or equipment on the Company's Premises, during and after Implementation.

Article 5. Duration

The term of this MOU commences on the date of execution of this MOU by Police and will continue indefinitely. Either party may terminate the MOU at any time for any reason or no reason upon no less than thirty (30) days written notice to the other party. Police may terminate the MOU after providing three (3) notices to Company for any camera that is malfunctioning, broken, inoperable, or otherwise inaccessible to the Police.

Article 6. Assignment

Neither party may assign, subcontract, delegate, or otherwise transfer this MOU.

Article 7. Public Announcements

Police may issue any public safety related news releases or public communication at any time and in any form, in Police's sole discretion.

Article 8. Disclosure of Records

If Company is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in Company's possession by reason of this MOU, Company will promptly give notice to Police as provided in Article 9. Company will grant Police a reasonable period of time to determine whether Police will contest such request or subpoena by any means available to it, before Company submits the records, data, or documents to a court or other third party. Company, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Police will promptly notify the Company of its intent to accept or contest any such request or subpoena.

Article 9. Notices

Notices provided for in this MOU, except for emergency related notices and as otherwise set forth in this MOU, must be given in writing and may be delivered personally or by the United States mail service, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to Police:

City of St. Louis, Police Division 1915 Olive Street, 6th Floor St.
Louis, MO 63103
Attention: Commander - Real Time Crime Center

With copies to:

City of St. Louis, Police Division 1915 Olive Street, 7th Floor St.
Louis, MO 63103
Attention: Legal Division

If to Company:

Changes to these addresses must be in writing and delivered in accordance with the provisions of this Article 9. Notices delivered by mail are considered received three (3) days after mailing in accordance with this Article 9. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

Emergency related notices, such as major software upgrades that affect the backwards compatibility of the systems, IP configuration change, scheduled system outages, etc. may be sent via email by either party when providing timely written notice is not reasonably practical or possible. Email notices to Police must be sent to rtcc@slmpd.org . Email notices to Company must be sent to _____.

Article 10. Modification

This MOU may not be altered, modified or amended except by written instrument signed by the Parties hereto, except that Exhibit B may be updated and modified as provided herein.

Article 11. Governing Law

This MOU shall be governed by the laws of the State of Missouri. The Parties submit to the original jurisdiction of those State or federal courts located within the City of St. Louis, Missouri, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this MOU.

Article 12. Nonbinding MOU with No Third-Party Benefit

This is a cooperative MOU that sets forth understandings and expectations and is not intended to be an offer or an agreement binding on the Parties. This MOU is not intended to confer any right, legal benefit, or a binding obligation of any kind to any person or party unless a fully executed definitive agreement is executed by the Parties. This MOU is not intended to benefit any third party or to be enforceable by any third party.

[signatures on following page]

IN WITNESS WHEREOF, the parties indicate their agreement by signing and dating below:

[COMPANY NAME]

_____ Date

By:
Printed Name: _____

Title: _____

THE CITY OF SAINT LOUIS, MISSOURI

Robert J. Tracy, Date
Commissioner of Police

Register Date

Exhibit A

Address or Addresses