

Memorandum of Understanding

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), executed on this date between the **CITY OF TUPELO POLICE DEPARTMENT**; hereafter referred to as “CITY” or “AGENCY” or “TUPELO” and the PARTNER organization with its principal address indicated within the Registry portal, hereafter referred to as “PARTNER”; collectively referred to as “THE PARTNERS.”

II. PREAMBLES

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

WHEREAS, Partner is an organization operating within the jurisdiction of the City and desires to make its security footage available to CITY as a part of crime detection efforts; and

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the safety and security of those who are at Partner’s location(s), and for this reason this Agreement facilitates the establishment of 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 City on behalf of Partner; and

WHEREAS, the missions of the Partners are complementary.

THEREFORE, the Partners wish to work together and in compliance with the following clauses:

III. GOAL

The goal of this agreement is to set forth guidelines for sharing of Partner’s video sources with the City for the purpose of allowing the CITY to investigate any potential criminal conduct, and for the eradication of crime and lawlessness.

IV. PURPOSE

In the case of Camera Registry, the location of the Partner's video sources is granted to the Agency. In the case of video integration, video access is granted by Partner to video sources designated by Partner that are owned by or under management by Partner. Cameras shared must also 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). It is not the intention or expectation that Partner's cameras will be routinely monitored in real-time by Agency. Video sharing by Partner with Agency is intended to be done in the spirit of partnership for improved situational awareness and efficiency of law enforcement purpose or emergency response by Agency. Video access by Agency does not constitute commitment on the part of the 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 on Partner's property. The fususCORE device is connected to Partner cameras to act solely as a secure buffered video gateway. It is the means through which the Agency accesses video from Partner cameras for law enforcement or emergency purposes. The Agency has no access to or custody over video contained on the fususCORE at ANYTIME 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 the 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 the 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 the storage, access, and dissemination of evidentiary data.

V. RESPONSIBILITIES OF CITY

City will only access video sources designated by Partner for fusion into City's video fusion software. City will not share access to Partner's camera views with members of the public, or outside of City, without the prior written consent of Partner, unless required by law or by judicial or regulatory order. In any such case, the City shall grant the Partner reasonable notice of any such requirement. Further, City will ensure video access is strictly limited to personnel responsible for monitoring the system, and authorized login metadata will be tracked and logged. Finally, City will ensure any employee responsible for video access is trained on system use and security of access. The City will direct any inquiries related to Partner or Partner's video sources to the appropriate designee as indicated in Section VIII.

VI. RESPONSIBILITIES OF PARTNER

Partner will provide City 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. 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 City for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.

VII. ENFORCEMENT

The City shall have the right to seek any remedies at law needed to enforce its rights contained in this agreement. Such remedies may include, but are not limited to, the request for judicial intervention in a court of competent jurisdiction.

VII. LIMITATION OF LIABILITY

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 AGREEMENT, EXCEPT THAT EACH PARTY MAY BE RESPONSIBLE FOR ITS NEGLIGENCE OR THE

NEGLIGENT ACTS OF ITS EMPLOYEES, OFFICERS AND AGENTS IN CONNECTION WITH OR ARISING OUT OF THEIR PERFORMANCE OF ANY DUTY CONTAINED IN THIS AGREEMENT.

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOU 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 party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

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

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

Any Party may terminate this MOU and any related agreement at any time and for any reason by giving written notice to the other Party no less than 30-days prior to the effective termination of the agreement.

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

IX. NOTICES.

A. All notices under this Memorandum shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective upon delivery.

B. All notices required hereunder shall be sent to the following addresses:

1. If to Tupelo: Tupelo Police Department
 Attn: Chief of Police

2. If to Partner: Tupelo Housing Authority
 Attn: Executive Director
 P.O. Box 3
 Tupelo, MS 38802-0003

C. Either party may from time to time specify in writing to the other party such other address as may be desired.

X. CONFIDENTIALITY.

In the course of performing its duties under this agreement, Partner recognizes that it may come in contact with or become familiar with information that Tupelo may consider confidential. Such information may include, but is not limited to, any such information, records or recordings that may be necessary for the detection, eradication, and/or investigation of crime or criminal activity. To the maximum extent practicable, Partner agrees to keep all such information confidential and not to discuss or divulge it to anyone other than the appropriate personnel or their designees of Tupelo. This Section shall survive the termination or expiration of this Memorandum.

XI. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by the partner.

AGREED AND ENTERED INTO this the 10th day of January, 2024.

CITY



Chief of Police

PARTNER

Company Name: Tupelo Housing Authority

Signer name: Tabitha Smith

Signer position: Executive Director

Signature: 