

**MEMORANDUM OF UNDERSTANDING
BETWEEN
[BUSINESS NAME]
AND
AUSTIN POLICE DEPARTMENT**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Austin Police Department, a Department of the City of Austin, (“APD”) and [Business Name], collectively referred to herein as the “Parties.” The Parties enter this MOU for the purpose of enhancing public safety by permitting APD to view a live feed from [Business Name's] security camera system via a secure internet page when necessary to address exigent circumstances such as criminal incidents, weather, or other emergencies.

II. PROGRAM GOALS AND OBJECTIVES

In its effort to protect its employees and property, [Business Name] maintains a network of [x] security cameras. This security camera network covers commercial building properties comprising more than [y] square feet and over [z] parking spaces, employing security camera systems in both interior and perimeter sites. APD employs law enforcement professionals who routinely monitor video camera feeds for the purpose of deterring and solving crimes. By entering into this MOU, [Business Name] desires to enhance the protection afforded by its existing security camera system by permitting APD to monitor live feeds of its security cameras through a secure internet page. Working together in this manner, the Parties aim to enhance the security and safety of residents, workers, and visitors in the City of Austin.

III. DUTIES

Pursuant to any applicable laws, rules, and regulations, and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF [Business Name]

1. [Business Name] shall make the live video from its security cameras accessible to APD through a secure website provided and maintained by Hitachi Data Systems.
2. [Business Name] shall post signs in a conspicuous place indicating that a CCTV or other surveillance system is in operation and that recordings of suspicious activity will be shared with the police.
3. [Business Name] shall work with APD to ensure that its security camera feeds are accessible to APD through the Hitachi Data Systems website.
4. [Business Name] shall be solely responsible for all costs and fees required by Hitachi Data Systems for this service. [Business Name] shall comply with any terms of service imposed by Hitachi Data Systems.

5. [Business Name] will meet as needed with representatives designated by APD for the purpose of assessing the program and considering any appropriate changes to ensure the program's success.
6. [Business Name] shall be solely responsible for storing and maintaining any footage from its security camera system pursuant to its own policies and procedures.

B. RESPONSIBILITIES OF APD

1. APD shall work to ensure that its designated employees have access to the secure website where the employees will be able to view live footage from [Business Name's] security cameras in accordance with applicable laws, rules, regulations and APD policies. APD will not be responsible for creation, maintenance, or operation of the secure website used to view the security camera footage.
2. APD shall ensure that live feeds from [Business Name's] security cameras are monitored in accordance with applicable laws, regulations, and APD policies. APD shall not record or store footage or data from [Business Name's] security cameras.
3. APD will meet as needed quarterly with [Business Name] to assess the program and consider any appropriate changes to ensure the program's success.

IV. LIABILITY

Nothing in this MOU modifies, limits, or alters APD's or the City of Austin's entitlement to sovereign or governmental immunity from any claims or lawsuits that may arise out of this MOU. This MOU does not in any way obligate or require the City of Austin, APD, or their employees to monitor [Business Name's] security camera footage at any particular time or for any length of time. This MOU does require the City of Austin, APD, or its employees to take any law enforcement action in response to actions observed or not observed through [Business Name's] security cameras.

In the event of any claims or litigation that may arise out this MOU, the Parties agree to be responsible only for the negligent or wrongful acts of their respective employees, as may be determined by a court of law or in a mutually agreed upon settlement.

V. DURATION OF MOU

This MOU shall be effective as of the date of the last signature below, and shall remain in effect until terminated in writing in accordance with its terms.

VI. TERMINATION

Either Party may terminate this MOU by giving thirty (30) calendar days' advance written notice to the other Party. The Parties agree that if Hitachi Data Systems ceases operation of the secure website used for viewing [Business Name's] security camera

footage, this MOU shall terminate upon such cessation.

VII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Name of contact person for [Business Name]: [Insert Name]

Title of contact person:

Address of contact person:

Name of contact person for APD: _____

Title of contact person: _____

Address of contact person: _____

VIII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

IX. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. The terms of this MOU do not create any rights in third parties. Neither APD nor the City receive any financial remuneration through this MOU or from Hitachi Data Systems. The Parties agree that this MOU does not create a joint-venture.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

_____ Date: _____
[Business Name]

_____ Date _____
Austin Police Department