

CT-6002 - NF2022 #0030

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CLEVELAND,
DEPARTMENT OF PUBLIC SAFETY
AND
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
Regarding Sharing by the Contributing Entity of Certain Video Feeds**

This Memorandum of Understanding, ("MOU"), is entered into as of November 18th, 2021, the "Effective Date", by and between the City of Cleveland, Ohio ("City"), a municipal corporation duly organized and existing under the Ohio Constitution and laws of the State of Ohio, acting by and through its Director of Public Safety, and the Cleveland Metropolitan School District, a public entity with principle offices at 1111 Superior Avenue E, Cleveland, OH 44114, ("the Contributing Entity").

RECITALS

WHEREAS, to benefit the safety of the general public in the City of Cleveland, the City through its Department of Public Safety operates a real-time external video surveillance system on or about some public rights of way primarily to facilitate the public safety activities of the City's Real-Time Crime Center and Emergency Operations Center ("the Centers"); and,

WHEREAS, the Contributing Entity owns and uses, to some extent, its own external video surveillance system on or about its building(s) or other property located in the City of Cleveland and desires to allow the City to access or to otherwise receive, use and store, the Contributing Entity's video surveillance including live footage or stored footage for the benefit of the general public in the City of Cleveland and to further facilitate the public safety activities of the Centers.

WHEREAS, the City desires to receive this access and use and the parties have set forth their understanding concerning access, storage, and use as set forth below.

Section 1. Recitals Incorporated. The above Recitals are incorporated herein and expressly made a part of this MOU.

Section 2. Term and Termination of MOU

(a) The term of this MOU shall begin upon the Effective Date entered above and shall remain in effect until terminated under the provisions of this MOU.

(b) Either party may terminate this MOU upon 30-days' prior written notice to the other party.

Section 3. Video Surveillance System and Access by City

(a) Each party is solely responsible for purchase, installation, operation, updates, and maintenance of its own video surveillance system and related equipment and is solely responsible

for any associated costs. Neither party can compel the other party to make any changes or additions to the other's system or related equipment or to incur any costs.

(b) The City, in its sole determination and discretion, and subject to legislative authority if necessary, will be responsible at City's sole cost for facilitating the process for allowing the Contributing Entity to share its video feeds and stored recordings with the City, including, but not limited to, remote access and implementation of a cloud based infrastructure by the City that will allow the Contributing Entity to send its video feeds to the City owned cloud-site for viewing, retention and use by City.

(c) Any equipment, software, licenses, consulting services, or other interests the City uses or purchases to facilitate access to the Contributing Entity's surveillance videos shall be and remain the sole property of the City of Cleveland and may not be used or accessed by the Contributing Entity except to the extent the City deems necessary to facilitate City access.

(d) During the initial access, installation and connection activities, and as necessary during the term of this MOU for maintenance, updates, or other system purposes, or upon termination of this MOU, Contributing Entity will endeavor to provide the City with any reasonably necessary information and such access necessary so the City can properly identify Contributing Entity's video cameras and locations and facilitate the electronic access or disengagement. City may, if necessary, provide Contributing Entity with protocols that the City reasonably may need Contributing Entity to adhere to for effective access by City.

(e) Contributing Entity will allow City's authorized users on an ongoing basis access to its unedited, live or taped, outdoor video footage capturing public areas. Neither party shall charge the other party for anything without the prior written consent of the other party's authorized representative.

(f) Contributing Entity acknowledges that the City's access to Contributing Entity's video feeds is intended for the benefit of the general public and not for the benefit of any one entity or person. The City makes no promises or warranties that City's access will directly benefit the Contributing Entity.

(g) The Contributing Entity makes no representations or warranties as to the video recordings the City may access, store, and/or use.

(h) Each party is responsible for designating a person or office for the other party to contact regarding camera video access and/or use.

Section 4. Use of Video Footage by City

(a) The video footage will be used by the Department of Public Safety, and its authorized Divisions and Centers, for public safety and law enforcement purposes and such other reasonable purposes not prohibited by law.

(b) Video footage accessed or used by the City shall not be subject to any retained rights or interests of the Contributing Entity concerning use of the video by the City.

(c) In the event necessary for law enforcement purposes, the Contributing Entity, if requested by the City, will assist with the City's Division of Police requirements to maintain proper chain of custody.

(d) In the event the Contributing Entity becomes aware of any actual or suspected improper access to or misuse of video footage it will endeavor to notify the City. If necessary, the City will coordinate with the Contributing Agency to address any such issues.

Section 5. Requests by Third Parties for Camera Images/Video Footage

(a) As a public entity subject to Ohio's public record laws, the Contributing Entity will continue to respond to public records requests using its normal review and records release methods, without impact from this MOU, for any video footage or camera images it retains. In the event Contributing Entity denies a request for camera images or video footage under its normal review and record release methods and the requester indicates the camera image or video footage must be released as a public record of the City, the Contributing Entity shall refer any such public record requests to the City and shall permit the City to respond to the requester in compliance with Ohio's public record laws.

(b) The Contributing Entity shall refrain from responding to "public record requests" for camera images or video footage retained by the City regarding any City investigation, and will refer any such requests to the City to handle. The City, as appropriate, will respond to the requester in compliance with Ohio's public records laws.

Section 6. Liability

(a) Each party agrees to be responsible for its own acts or failures to act and those of its employees, subcontractors and agents, to the extent it is legally liable.

(b) Neither party agrees to indemnify the other and indemnification should not be construed to apply.

Section 7. No Third-Party Beneficiaries

No third-party beneficiaries are intended under this MOU and should not be construed to exist.

Section 8. Assignment Prohibited

Neither party may assign, transfer, convey, sell or pledge its rights or interest in this MOU or any part thereof, or any right or privilege created under this MOU and on any attempt by a party to do so, this MOU shall immediately terminate.

Section 9. Applicable Law

This MOU will be governed by and construed under the law of the State of Ohio without regard to conflicts of law provisions.

Section 10. Entire Agreement

(a) This MOU constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the understanding between the parties in connection with the subject matter of this MOU.

(b) Except as otherwise expressly provided herein, no modifications or amendment to this MOU shall be applicable unless the same is in writing and signed by both parties to the MOU.

WHEREAS, the parties have caused this instrument to be executed as of the date first written above.

CONTRIBUTING ENTITY:

Cleveland Metropolitan School District

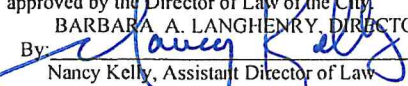
1111 Superior Avenue E Cleveland OH 4114

By: 
Signature

Eric S. Gordon, Chief Executive Officer

CITY OF CLEVELAND

By: 
Karrie D. Howard, Director
Department of Public Safety

The legal form of this Agreement has been approved by the Director of Law of the City.
BARBARA A. LANGHENRY, DIRECTOR OF LAW
By: 
Nancy Kelly, Assistant Director of Law

Date: 11/18/21

The sum of 0.00 Dollars
required for this Contract was on
May 4, 2022 and is at this
date in the City Treasury or in process
of collection, to the credit of
6002 - 01001 Fund and
not appropriated for any other purpose.


Director of Finance


Commissioner of Accounts

Entered by 
Appropriation Clerk