

# **MEMORANDUM OF UNDERSTANDING**

## **I. INTRODUCTION**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), executed on this date between **Fort Bend County, on behalf of the Fort Bend County Sheriff's Office**; hereafter referred to as "COUNTY" and your 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, COUNTY is a law enforcement organization responsible for the preservation of safety and security in the geographic area in which the County has jurisdiction.

WHEREAS, PARTNER is an organization operating within the jurisdiction of the County.

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 County on behalf of PARTNER.

WHEREAS, the missions of the PARTNERS are complementary;

THEREFORE, the PARTNERS wish to work together and in compliance and in accordance 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 County.

## **IV. PURPOSE**

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 County 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 neither intended nor expected that PARTNER's cameras will be routinely monitored in real-time by County. Video sharing by PARTNER with COUNTY is intended to be done in the spirit of partnership for improved situational awareness and efficiency of emergency response by COUNTY. Video

access by COUNTY does not constitute commitment on the part of COUNTY that video will be viewed in emergencies or when requested by PARTNER.

## **V. RESPONSIBILITIES OF COUNTY**

County will only access video sources designated by PARTNER for fusion into County's video fusion software. County will not share access to PARTNER's camera views with members of the public, or outside of County, without the prior written consent of PARTNER. Further, County will ensure video access is strictly limited to personnel responsible for monitoring the system, and authorized login metadata will be tracked and logged. Finally, County will ensure any employee responsible for video access is trained on system use and security of access. The County 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 County 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 County 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. 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.

## **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.

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.

**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.

The MOU should also contain a signature page similar to the following:

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

REVIEWED BY:

FORT BEND COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Eric Fagan, Sheriff

**PARTNER ORGANIZATION**

\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Authorized Agent - Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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