

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Glenbrook High School District No. 225 (“District 225”) and the Village of Glenview, an Illinois home rule municipality (the “Village”) (collectively, District 225 and the Village are the “Parties”), and is dated _____, 2013.

Recitals

WHEREAS, District 225 operates Glenbrook South High School (“GBS”), which is located at 4000 West Lake Avenue, Glenview, Illinois (the “GBS Building”); Glenbrook Off Campus and Glenbrook Evening High School (“GBE,” and collectively with GBS, the “Schools”), which are both located at 1835 Landwehr Road, Glenview, Illinois (the “Landwehr Building”); and the District 225 Office, which is located at 3801 West Lake Avenue, Glenview, Illinois (the “District Building”) (collectively, the GBS Building, the Landwehr Building, the District Building, and the campuses surrounding such Buildings are the “District 225 Facilities”);

WHEREAS, the Village provides District 225 with emergency services, including police, fire, and paramedic services as such are needed from time to time;

WHEREAS, District 225 has caused fixed video surveillance cameras (the “Cameras”) to be installed throughout the District 225 Facilities to aid in the safety and security of District 225 students, staff, and property;

WHEREAS, the Cameras have the capability to share live streaming video from the District 225 Facilities to the Village’s Public Safety Dispatch Center and certain of the Village’s police, fire, and paramedic vehicles;

WHEREAS, the Parties recognize that during an Emergency Situation that poses an imminent threat to the life, safety, health, or property of District 225, its students, its staff, and other occupants of a District 225 Facility, the Parties would derive substantial benefit from the ability to share information quickly from live streaming video from the Cameras among the Village’s First Responders to that Emergency Situation, allowing critical decisions to be made using real time awareness of such a situation;

WHEREAS, the Parties recognize that certain privacy rights exist, and that the Village’s access to the Cameras should be limited to Emergency Situations during which access to the live streaming video from the Cameras would benefit the Village’s First Responders to such Situations, and to maintenance, testing, training, and evaluation related to supporting such access; and

WHEREAS, the Parties have agreed to the terms of this MOU to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, it is agreed as follows:

1. The foregoing Recitals are made a part hereof and incorporated into this MOU.
2. District 225 shall share live streaming video from the Cameras with the Village (the "Sharing System") in the circumstances set forth in subparagraphs (a) through (c) of this paragraph 2 of the MOU.
 - (a) Emergency with Reporting to District 225: In an Emergency Situation in which the Village determines in its sole discretion that the Sharing System will be of benefit to its First Responders to that Emergency Situation, the Village may, ~~upon receiving approval~~ with standing authorization from a Village Authorized Official, use the Sharing System for the duration of the Emergency Situation. If the circumstances in the foregoing sentence occur, the Village shall advise the Superintendent of District 225 (the "Superintendent") in writing of said activation and the Village's basis for doing so. Such advisement shall be provided promptly and no later than twenty-four (24) hours after activating the Sharing System.
 - (b) Emergency with District 225 Approval: In an Emergency Situation in which the Village determines in its sole discretion that the Sharing System will be of benefit to its First Responders to that Emergency Situation, the Village may, upon receiving approval from a District 225 Contract Person, use the Sharing System for the duration of the Emergency Situation without making further reports to District 225.
 - (c) Maintenance, Training, Testing, and Evaluation: The Village may activate the Sharing System to conduct maintenance, training, testing, and evaluation regarding such System (collectively, the "System Support Activities") after providing notice to, and upon receiving prior written approval from, (i) the Superintendent, and, (ii) if such System Support Activities involve the GBS Building, the Landwehr Building, and/or their respective surrounding campuses, the Principal(s) of the affected School(s). Such notice will include the names of the Village employees involved in the System Support Activities to be conducted, the date and time for such Activities, and a brief description of such Activities and the rationale for conducting them. The Village will conduct System Support Activities only under such circumstances as will protect the reasonable privacy expectations of District 225's students and staff.

3. For purposes of this MOU, District 225 shall designate no fewer than four (4) persons (“District 225 Contact Persons”), who shall include the Superintendent and the Principals of GBS and GBE. Each District 225 Contact Person shall review this MOU and thereafter shall have the authority to authorize use of the Sharing System as described herein with the Village. District 225 shall make available to the Village’s Public Safety Dispatch Center contact information for each of the District 225 Contact Persons, including cellular and home telephone numbers for each. At least one of the District 225 Contact Persons shall be available to authorize use of the Sharing System on a 24-hours-per-day / 365-days-per-year basis. District 225 shall advise the Village of any change in a District 225 Contact Person or in contact information for any such Contact Person within seven (7) days of such change.
4. For purposes of this MOU, the Village shall designate certain Village officials (“Village Authorized Officials”), who shall include the Village’s Police Chief, Deputy Police Chief, Fire Chief, and Deputy Fire Chief, and any officer supervising either the Police Department or Fire Department when the respective Chief and Deputy Chief are not available. Each such Village Authorized Official shall review this MOU and thereafter shall have the authority to ~~authorize~~ grant standing authorization for the use of the Sharing System as described in subparagraph 2(a) of this MOU. The Village shall make available to District 225 contact information for each Village Authorized Official, including cellular ~~and home~~ telephone numbers for each. At least one of the Village Authorized Officials shall be available to authorize use of the Sharing System as described in subparagraph 2(a) of this MOU on a 24-hours-per-day / 365-days-per-year basis. The Village shall advise District 225 of any change in a Village Authorized Official or in contact information for any such Authorized Official within seven (7) days of such change.
5. Upon execution of this MOU, the Parties shall promptly undertake such measures as are necessary to facilitate use of the Sharing System, and shall work cooperatively to make the Sharing System available to the Village as soon as practicable. The Parties shall each bear their own expenses related to the Sharing System.
6. For purposes of this MOU, an “Emergency Situation” means a situation that poses an imminent threat to the life, safety, health, or property of District 225, its students, its staff, and other occupants of a District 225 Facility, including without limitation hostage-taking, fire, terrorism, threatened or actual use of firearms or other potentially deadly or seriously injurious weapons, and health-related emergencies.
7. For purposes of this MOU, a “First Responder” means a police, fire, or paramedic employee of the Village who is within the first set of Village employees to respond to an Emergency Situation.
8. This MOU may be terminated by either Party upon ~~30~~ 14 days’ written notice to the other Party.

9. This MOU may be signed in counterparts, with the same legal effect as though each Party executed a single document.

THE VILLAGE OF GLENVIEW, an Illinois home
rule municipality

GLENBROOK HIGH SCHOOL DISTRICT
NO. 225

By: _____

By: _____

Attest:

Name: _____

Title: _____