

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made as of the 9<sup>th</sup> day of May, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF PORT COLBORNE**

(hereinafter referred to as “**Port Colborne**”)

- and -

**NIAGARA REGIONAL POLICE SERVICES,**

(hereinafter referred to as “**Niagara Regional Police**”)

Each a “**Participant**”, and collectively referred to as the “**Participants**”

**WHEREAS**, Port Colborne is a municipality within the Niagara Region;

**AND WHEREAS**, the Niagara Regional Police provide police services to the Niagara Region;

**AND WHEREAS**, the Niagara Regional Police have requested access to live video footage from surveillance or security systems in Port Colborne owned or operated buildings and open spaces (“**Live Surveillance Feeds**”) to support police services in the Niagara Region;

**AND WHEREAS**, Port Colborne and the Niagara Regional Police wish to set out their mutual understanding and agreement with respect to the establishment of a proposed relationship respecting access to Live Surveillance Feeds;

**NOW THEREFORE**, the Participants hereto agree as follows:

### **ARTICLE 1 NON-BINDING NATURE OF MEMORANDUM**

**1.1** This Memorandum represents the current intention of Port Colborne and the Niagara Regional Police. There will be no legally binding obligations on either Port Colborne or the Niagara Regional Police to give effect to this Memorandum unless the Participants enter into binding and enforceable legal documentation that is mutually satisfactory to them.

## **ARTICLE 2**

### **PURPOSE OF THE AGREEMENT**

**2.1** The purpose of this agreement is to establish policies and procedures regarding access for the Niagara Regional Police to Live Surveillance Feeds provided by Port Colborne.

## **ARTICLE 3**

### **FINANCIAL ARRANGEMENTS**

**3.1** This Memorandum will not impose any financial responsibilities on its Participants, except that each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of the Memorandum.

## **ARTICLE 4**

### **ACCESS TO LIVE SURVEILLANCE FEEDS**

**4.1** Niagara Regional Police understands and acknowledges that Port Colborne shall determine in its sole discretion which Live Surveillance Feeds to make available for the purposes of this Memorandum.

**4.2** Niagara Regional Police understands and acknowledges that the Live Surveillance Feeds provided by Port Colborne are provided without the capability to make recordings.

**4.3** Any requests from Niagara Regional Police for recordings of footage related to the Live Surveillance Feeds shall be processed by Port Colborne in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* and any other applicable laws or Port Colborne policies.

## **ARTICLE 5**

### **QUALITY OF LIVE SURVEILLANCE FEEDS**

**5.1** Port Colborne makes no representations or warranties as to the quality or fitness of the Live Surveillance Feeds.

**5.2** Port Colborne is not responsible for any disruptions to the Live Surveillance Feeds due to service outages or other interference. Port Colborne shall at its sole discretion provide notice to Niagara Regional Police of any planned outages that may cause disruptions to the Live Surveillance Feeds.

## **ARTICLE 6**

### **USE OF LIVE SURVEILLANCE FEEDS BY NIAGARA POLICE SERVICES**

**6.1** Niagara Regional Police will comply with any applicable laws in its use of the Live Surveillance Feeds.

**6.2** Port Colborne is not responsible for any Niagara Regional Police use of the Live Surveillance Feeds.

**6.3** Niagara Regional Police will not use the Live Surveillance Feeds on behalf of Port Colborne except with written instructions from Port Colborne.

## **ARTICLE 7 DISPUTE RESOLUTION**

**7.1** Where a dispute arises as to the interpretation of this Memorandum or of matters relating to its termination, or performance hereunder, the persons occupying the positions of the signatories of this Memorandum will use their best efforts resolve the dispute.

## **ARTICLE 8 NOTICE OF CHANGE**

**8.1** The Participants to this Memorandum will inform the other of any changes to their programs or policies within thirty (30) days which may affect this Memorandum.

## **ARTICLE 9 AMENDMENT**

**9.1** No amendment to this Memorandum shall be effective unless it is made in writing and signed by the people in the positions of the signatories of this Memorandum.

## **ARTICLE 10 TERM OF MEMORANDUM**

**10.1** The term of this Memorandum shall be effective the date of execution until change or termination as outlined in this Memorandum.

## **ARTICLE 11 TERMINATION**

**11.1** This Memorandum may be terminated for any reason by either Participant upon thirty (30) days' notice, with notice made in writing to the other Participant.

**IN WITNESS THEREOF** this Memorandum has been executed on the day and year first above written.

**CORPORATION OF THE CITY OF  
PORT COLBORNE**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NIAGARA REGIONAL POLICE  
SERVICES**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_