

**AGREEMENT & CONSENT TO INSTALL AND ACCESS  
VIDEO SURVEILLANCE SYSTEMS**

**THIS AGREEMENT AND CONSENT** is made by the Board of Education of Township High School District 214, Cook County, Illinois ("**Owner**"), the owner or operator of Forest View Educational Center and John Hersey High School ("**School**") located at 2121 S. Goebbert Road, Arlington Heights, Illinois and 1900 E. Thomas Street, Arlington Heights, Illinois ("**Property**") as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WHEREAS**, the Village of Arlington Heights ("**Agency**") provides the School with emergency services, including police, fire, and paramedic services, as such are needed from time to time; and

**WHEREAS**, Owner has caused a privately-owned video surveillance camera system ("**System**") to be installed throughout the School and Property to aid in the safety and security of Owner, and its employees, customers, residents, and property; and

**WHEREAS**, the System has the capability to share video from the School with designated third-parties, including the Agency's Police Department; and

**WHEREAS**, Owner desires in specific circumstances as provided in this Agreement to share information quickly from the System with the Agency's Police Department, allowing critical decisions to be made using real time awareness of such a situation; and

**WHEREAS**, this Agreement has as its objective the collaboration and participation of the Agency and Owner (collectively, the "**Parties**") for the safety and security of those who are at Owner's School and Property, 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 the Agency's Police Department on behalf of Owner;

**NOW, THEREFORE**, Owner hereby acknowledges and agrees as follows:

1. The foregoing Recitals are made a part hereof and incorporated into this Agreement.
2. Owner represents and warrants that they are the sole owner of the School and have the right to enter into this Agreement.
3. Cameras and Video Access:
  - a. In the case of Camera Registry, the location of Owner's video sources is granted to the Agency.
  - b. In the case of video integration, video access is granted by Owner to video sources designated by Owner that are owned by or under management by Owner.

- c. Cameras that are shared with the Agency by the Owner must also be approved by the Agency as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Owner, the School, and the Property.
- d. Owner's cameras will not be routinely monitored in real-time by the Agency. Video sharing by Owner with the Agency is intended to be done when viewing is necessary for the Agency to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School property and in the spirit of partnership for improved situational awareness and efficiency of law enforcement purpose or emergency response by the Agency. The Owner's cameras shall not be used by Agency for routine monitoring or review of potential criminal conduct that does not impose an immediate security or safety risk at the School.
- e. Video access by the Agency does not constitute commitment on the part of the Agency that video will be viewed in emergencies or when requested by Owner.

#### 4. Control and Access to System:

- a. Owner is the sole owner of the video at the time it is created by the System.
- b. The fususCORE device is connected to the System to act solely as a secure buffered video gateway. It is the means through which the Agency accesses video from the System for law enforcement or emergency purposes.
- c. The Agency has no access to or custody over video contained on the fususCORE at any time prior to making a digital request for video access via the fususONE software interfacing with the fususCORE. The purpose of this request is to allow the Agency access to the video for law enforcement or emergency purposes and consistent with the level of access granted to the video by Owner to the Agency. Video shall not be stored on any fususCORE system or Agency device for more than 48 hours, unless approved by Owner in writing.
- d. Once requested from Owner through fususONE, the video is transferred from the fususCORE into a cloud hosted environment which adheres to FBI Criminal Justice Information Services ("**CJIS**") standards and complies with applicable laws governing the storage, access, and dissemination of evidentiary data.

#### 5. Agency's Representations:

- a. The Agency will only access video sources designated by Owner for fusion into Agency's video software.
- b. The Agency will not share access to Owner's camera locations or views with members of the public, or outside of the Agency, without the prior written consent of Owner.
- c. Individuals authorized to view images created by the video software shall be limited to the Agency Police Chief, Agency Police Department employees authorized by the

Chief or, in the absence of the Chief, the Chief's designee ("Authorized Viewers"). The City shall not permit any individual, including Authorized Viewers, to view images created by the School digital cameras on a routine basis. Authorized Viewers shall only view real time images created by the School digital cameras when viewing is necessary for the Agency to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School property. The Agency shall not create or retain any recordings of the School's digital images unless the Superintendent of the School or the Superintendent's designee consents to such retention. If the City receives a Freedom of Information Act request for any School digital images, the City shall immediately notify the School and work in good faith with the School before responding to the Freedom of Information Act request.

- d. Authorized login metadata will be tracked and logged.
  - e. The Agency will ensure any employee responsible for video access is trained on system use and security of access.
  - f. The Agency will direct any inquiries related to Owner or Owner's System to the appropriate designee as indicated by Owner pursuant to this Agreement.
  - g. The images created on the School's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2 or Section 375.10 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become student records if subsequently used by the School in a student disciplinary matter. If that is the case, the School shall notify the Agency Police Chief and the Agency shall erase any images that the Agency has retained and that have become school student records, unless such images are part of an active police investigation into actual or suspected criminal activity.
6. Owner will provide the Agency at least one point of contact with a basic understanding of Owner's inventory and locations of surveillance cameras as may be required for video registration or integration. In the case of video integration, typical configuration should take less than one hour and may require installation of additional hardware at the School. Owner will provide information needed by the Agency for the system to operate; including but not limited to, camera make, model, IP address, and System and/or associated DVR/NVR login information.
7. Nothing in this Agreement creates any special duty on the part of the Agency or the Agency's first responders to provide additional services, aid, or support beyond that provided to all residents, businesses and visitors of and to the Village. The decision to access the System remains at all times within the sole discretion of the Agency and the Agency will not be liable to Owner for any alleged failure to access the System, any decision not to access the System, or for providing emergency services to a greater or lesser extent than those offered to any other resident or property owner within the Village.

8. 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.
9. This Agreement will take effect upon signing by both Parties and shall remain in effect for a period of five years from that date unless earlier terminated. This Agreement will automatically renew at the end of each five-year period, unless terminated as provided below.
10. Either Party may terminate this Agreement at any time and for any reason by giving written notice to the other Party.
11. Neither party may assign or transfer all or any portion of this Agreement without the prior written consent of the other party.
12. The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties.
13. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
14. This Agreement constitutes the entire agreement between Owner and the Agency with respect to the subject matter of this Agreement, and there are no representations, conditions, warranties, or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than contained herein.

**OWNER**

Name:

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Signature:

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Date:

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