



## **Neighbors by Ring**

### **Memorandum of Understanding**

This Memorandum of Understanding (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Ring, LLC ("Ring"), and the City of North Port, Florida ("City"), (collectively the "parties"), to provide the North Port Police Department access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as the parties work together to make City of North Port neighborhoods safer.

**WHEREAS**, the Neighbors by Ring mobile application ("Neighbors App") is a digital neighborhood watch program that both law enforcement and the public can access free of charge by downloading the Neighbors App (iOS and Android); and

**WHEREAS**, the Neighbors App allows the more than 1,750 North Port area residents ("Ring Neighbors") currently using the Neighbors App to share and comment on real time crime and safety events in their neighborhoods; and

**WHEREAS**, Ring will provide the City of North Port Police Department ("Police Department") with access to the Ring Neighbors Platform and the Ring Neighbors Police Portal (together the "Neighbors Portal") to allow the Police Department to directly communicate with Ring Neighbors; and

**WHEREAS**, participation in the Neighbors Portal will provide the Police Department with critical crime and safety event information that is posted in the Neighbors App by Ring Neighbors; and

**WHEREAS**, the Neighbors Portal permits the Police Department to post critical crime and safety information to the Neighbors App to keep Ring Neighbors informed regarding issues in their neighborhoods; and

**WHEREAS**, the parties may agree to work together and offer subsidized Ring cameras to City residents.

**NOW THEREFORE**, with an understanding that a robust, active, and engaged user community is essential to the immediate, sustained, and ongoing success of the Neighbors App, the parties agree to the following:

#### **A. Ring's Responsibilities:**

1. Ring shall make the Neighbors App available to City residents free of charge.
2. Ring shall provide the Police Department with free access to the Neighbors Portal, including ongoing support and training for Police Department employees.

#### **B. Ring Camera Donation Program:**

1. Ring shall make the Ring Camera Donation Program available to the City.
2. Ring shall donate ten (10) Ring cameras to the Police Department, or other entity as directed by the City.

3. The City shall determine how the donated Ring cameras will be distributed pursuant to one of the following methods:
  - a) Donated Ring cameras shall be provided directly to the North Port Police Department for distribution to City residents as part of the Police Department's community outreach; or
  - b) Donated Ring cameras shall be provided by Ring directly to City residents with input and consultation with from the Police Department; provided that, in each case, the recipient of a donated camera may not be a current employee of the Police Department or an immediate family member of a current employee.

**C. The City's Responsibilities:**

1. Through the use of social media and other platforms, the Police Department shall engage City residents with outreach efforts encouraging the use and adoption of the Neighbors App.
2. The Police Department shall maintain appropriate access controls for Police Department personnel to use the Neighbors Portal.

**D. Term/Termination:**

The City's participation in the Neighbors Portal commences upon the execution of this Agreement and shall continue until terminated by either party. Either party may terminate this Agreement at any time and for any reason, without penalty, by providing the other party with thirty (30) days written notice. In the case of a material breach of this Agreement by the Agency, Ring shall only be required to provide three (3) days' written notice of termination to the Agency.

**E. Press Release:**

The parties agree to produce a mutually approved joint press release. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

**F. Privacy and Terms of Use:**

Ring shall not provide any customer's personal information, including video footage, to the Agency without the prior consent of the owner or a properly issued legal process that complies with federal and state law, as applicable. The Agency shall only use the Neighbors Portal as expressly authorized by Ring and only in connection with bona fide Police Department operations. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal. Prior to any material change in Ring's terms of service and privacy notice that impact the Neighbors Portal, Ring shall use commercially reasonable efforts to provide the Police Department with five (5) days written notice prior to the effective date of such change.

**G. No Compensation:**

At no point shall either party receive compensation from the other as a result of this Agreement or participation in the Neighbors Portal.

#### **H. Public Records:**

Unless otherwise required by law or Florida's Public Records Law, Florida Statutes, Chapter 119, the parties shall not disclose the terms of this Agreement or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

#### **I. Notices:**

All communications, notices, or any other type of documentation required by this Agreement shall be made in writing and shall be deemed given and served when deposited in the United States mail, postage paid, to the addresses listed below. Either party may change its address or representative by providing written notice to the other party.

For Ring:                      Ring  
                                         1523 26th St  
                                         Santa Monica, CA 90404

For the City:                 City of North Port Police Department  
                                         Chief of Police  
                                         4980 City Hall Blvd  
                                         North Port, FL 34286

With copies of                City of North Port, Florida  
notices to:                    City Attorney's Office  
                                         4970 City Hall Blvd  
                                         North Port, FL 34286  
                                         northportcityattorney@cityofnorthport.com

#### **J. Non-Discrimination:**

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities or services. Ring shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family, or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

#### **K. Assignment:**

Ring shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

#### **L. Governing Law/Venue:**

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

**M. Indemnification:**

Ring hereby agrees to indemnify, defend, and hold the Agency harmless from any and all third-party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witness fees) arising out of or in connection with a breach by Ring of any of its representations, warranties or covenants set forth in this agreement, but in no event shall the total indemnification paid by Ring under this clause exceed \$100,000.

**N. Amendment:**

This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Ring.

**O. No Agency:**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

**P. Severability:**

Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

**Q. Headings:**

The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

**R. Binding Effect/Counterparts:**

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof; it may be signed in counterparts.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RING LLC

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF NORTH PORT, FLORIDA,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager

ATTEST:

By: \_\_\_\_\_  
Katheryn Peto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Amber L. Slayton, City Attorney