

VIDEO DATA SHARING PARTNERSHIP AGREEMENT

This AGREEMENT is made and entered into by and between the [REDACTED]
[REDACTED] Cincinnati (the “Zoo”), an Ohio non-profit corporation with principal offices located at 3400 Vine Street, Cincinnati, OH 45220 (each a “Party,” and collectively, the “Parties”).

WHEREAS, the Zoo operates the Cincinnati Zoo & Botanical Garden, which is located on real property owned by the [REDACTED]
[REDACTED]

WHEREAS, the Lease permits the Zoo to request reasonable assistance from the [REDACTED] that is of a mutual advantage to both Parties in the operation of the Cincinnati Zoo & Botanical Garden and the real property thereunder; and

WHEREAS, the Zoo has installed closed circuit television cameras and detectors at certain locations, allowing this facility to receive visual security information at any time; and

WHEREAS, the [REDACTED]-wide video surveillance system for the purpose of monitoring crime and keeping the [REDACTED] safe; and

WHEREAS, the Zoo wishes to provide the [REDACTED] with access to certain Zoo cameras in order to expand the [REDACTED] network of cameras and increase its ability to observe and address developing security events affecting the [REDACTED] and/or the Zoo; and

WHEREAS, the [REDACTED] wishes to provide the Zoo with access to certain [REDACTED] cameras to expand the Zoo’s network of cameras and increase its ability to observe and address developing security events affecting the [REDACTED] and/or the Zoo;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. SCOPE

- a. **Access to Zoo Cameras.** The Zoo agrees to provide [REDACTED] with live, read-only access to the closed-circuit camera feeds listed in [REDACTED] which is attached hereto and made a part hereof. The [REDACTED] shall have access to the video signals from the Zoo Cameras in a form that is technologically accessible to the [REDACTED] and can be utilized to effectively observe and address developing security events affecting the [REDACTED] and/or the Zoo.

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- b. **Access to [REDACTED] Cameras.** The [REDACTED] agrees to provide the Zoo with live, read-only access to the [REDACTED] surveillance system camera feeds listed in [REDACTED] [REDACTED], which is attached hereto and made a part hereof. The Zoo shall have access to the video signals from the [REDACTED] Cameras in a form that is technologically accessible and can be utilized by Zoo to effectively observe and address developing security events affecting the [REDACTED] and/or the Zoo.
- c. **Access Restriction.** Either Party may restrict the other Party's access to any camera at any time if, in the restricting Party's sole discretion, allowing continued access to a live camera feed would violate or threaten the rights or activities of either Party or any third-party, including, without limitation, the handling of an ongoing investigation, a third-party's privacy right, or any matter requiring confidentiality. The restricting Party shall seek to restore access to a restricted camera feed within a reasonable amount of time after the reason for maintaining the restriction has ended.
- d. **Recorded Video.** Both Parties shall maintain historical recordings of the Data produced by their own cameras in accordance with their internal security policies, but in no case less than a period of fourteen (14) days (the "Preservation Period"). Either Party may request access to the other Party's historical recordings for law enforcement purposes or to investigate security events affecting the [REDACTED] and/or the Zoo, subject to any applicable restrictions discussed above, and access to historical recordings shall not be unreasonably withheld. Either Party may also request that historical recordings be preserved beyond the Preservation Period, and requests for extended preservation shall not be unreasonably withheld. Neither Party shall itself create recordings or copies of the live or historical feeds generated by the other Party's cameras without prior written consent from the other Party.
- e. **Technical Support.** Each Party shall supply the other Party with a contact who is able to receive requests in accordance with this Agreement and resolve any technical issues within a reasonable amount of time.

2. PERMITTED USES

The Zoo agrees and acknowledges that the Data supplied by it to [REDACTED] may be used for various law enforcement-related purposes at the discretion of the [REDACTED], including emergency surveillance and criminal investigation, as well as weather and traffic surveillance. This Agreement does not grant any exclusive rights to the Zoo or to the [REDACTED] may, in its sole discretion, enter into similar agreements with other entities.

3. TERM

This Agreement shall commence upon execution by both parties hereto and shall expire after December 31, 2025. By mutual consent of the Parties, this Agreement may be renewed for three

(3) additional twelve-month periods ending December 31, 2028. This option shall be automatically exercised unless written notice to the contrary is filed with either Party not later than the first business day (Monday through Friday) of the calendar month in which the then-current Term expires. Such notice shall be transmitted by registered or certified mail.

4. COMPENSATION

- a. Compensation.** Neither Party shall be entitled to compensation for the Data shared under this Agreement.
- b. Costs.** The Parties hereby agree to furnish and supply at their own cost and expense all necessary equipment to transmit, access, record, and store their respective Data, and to furnish and supply at their own cost and expense all necessary equipment to review the other Party's Data.

5. INDEMNIFICATION OF [REDACTED]

The Parties hereby agree that [REDACTED] is not responsible for monitoring any video feed provided by the Zoo. [REDACTED] shall not be directly or indirectly liable to the Zoo, third parties, or otherwise for any act or omission arising out of this Agreement. The parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement.

The Zoo shall indemnify, defend and save the [REDACTED], its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Zoo including by Zoo's employees and agents in the performance of this Agreement.

6. ADVERTISEMENT

The Zoo shall not make any references to the [REDACTED] or this Agreement in any advertising or marketing initiative without the express prior written consent of [REDACTED].

7. TERMINATION.

Either Party may terminate this Agreement at any time for any reason upon seven (7) days' written notice to the other Party. [REDACTED] reserves the right to discontinue monitoring of individual [REDACTED] Cameras or detector feeds without prior notice.

8. DISCLOSURES

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The Zoo shall retain ownership of the Data generated by the Zoo Cameras, and the [REDACTED] shall at all times recognize the Zoo as the sole owner of the Data without restriction or limitation. The Zoo agrees that if the [REDACTED] obtains recorded Data from the Zoo Cameras pursuant to this Agreement, the [REDACTED] may share that Data with third parties in furtherance of [REDACTED] safety at the [REDACTED] discretion. The Parties acknowledge that [REDACTED] is governed by the Ohio Public Records Laws and that Data transmitted to the [REDACTED] pursuant this Agreement may be records subject to disclosure under the Ohio Public Records Laws (as defined by Ohio Revised Code §§ 149.011 and 149.43). The Zoo shall not grant access to the [REDACTED] Cameras or provide copies of any Data generated by the [REDACTED] Cameras to any third-party without the prior written consent of the [REDACTED].

9. INDEPENDENT CONTRACTORS

Nothing herein shall be construed as creating a partnership or joint venture between the [REDACTED] and the Zoo. No person performing any of the work or services described hereunder on behalf of the Zoo shall be considered an officer, agent, servant, or employee of the [REDACTED], nor shall any such person be entitled to any benefits available or granted to employees of the [REDACTED].

10. ASSIGNMENT

The Zoo shall not assign or transfer the Zoo’s interest in this Agreement without the prior written consent of the [REDACTED].

11. NOTICES

All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

[REDACTED]

To the Zoo:
Zoological Society of Cincinnati
3400 Vine Street
Cincinnati, OH 45220


12. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

13. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Ohio. The Parties agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

14. FORUM SELECTION

The Zoo and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Partner to the  in connection therewith.

15. AMENDMENT

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

16. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

17. SEVERABILITY

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

[Redacted]

**ZOOLOGICAL SOCIETY OF
CINCINNATI**

By: _____

[Redacted]

By: _____

Print: _____

Date: _____, 2023

Title: _____

RECOMMENDED BY:

Date: _____, 2023

By: _____

[Redacted]

Date: _____, 2023

APPROVED AS TO FORM:

By: _____

[Redacted]

CERTIFICATION OF FUNDS:

– No certification necessary –

[Redacted]

[Redacted]

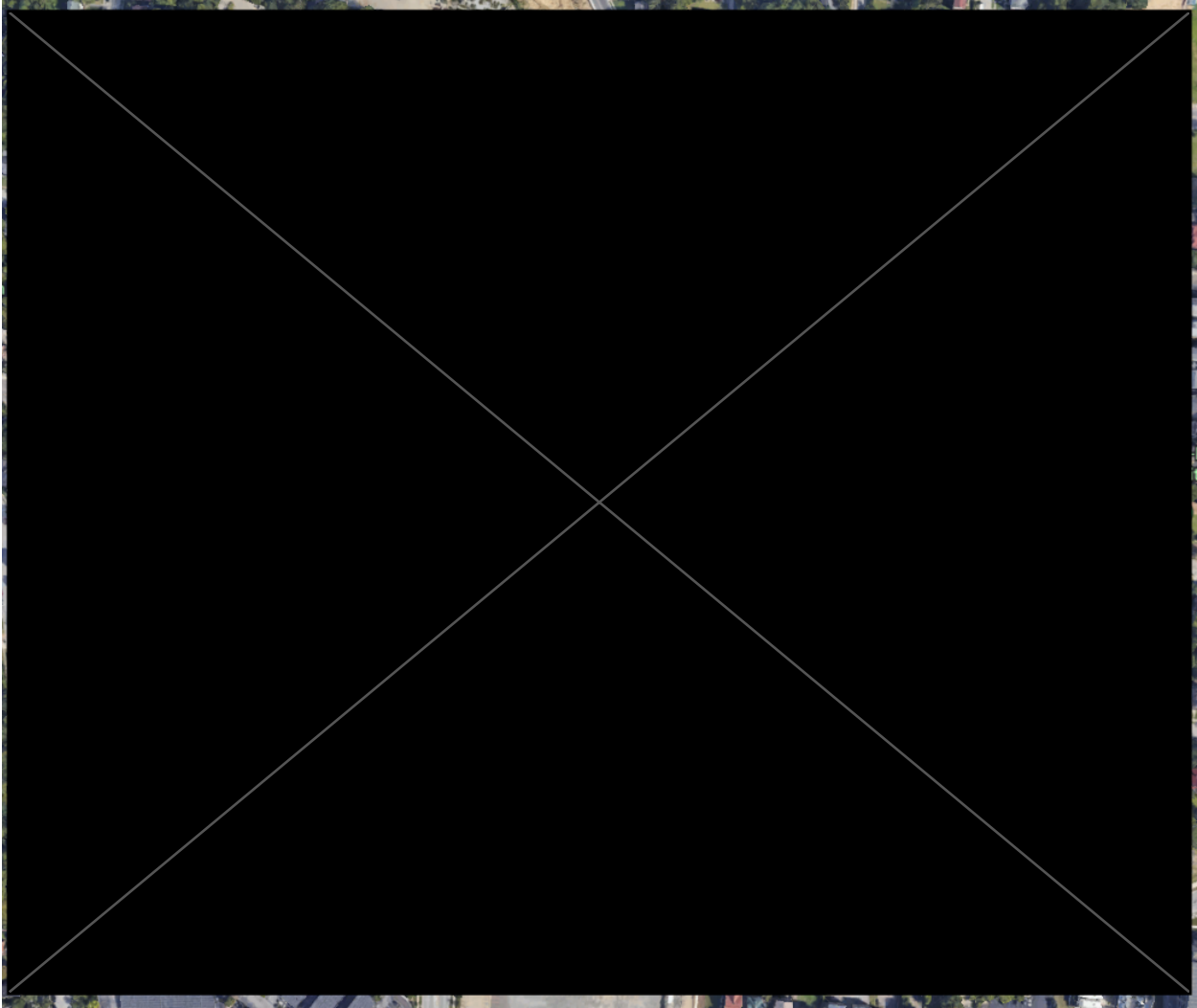
[REDACTED]
Zoo Cameras

The Zoo shall grant [REDACTED] access to the following cameras:

[REDACTED]


This list may be administratively modified if the Zoo provides at least fourteen (14) days' notice of such modifications to the [REDACTED] and the [REDACTED] agrees to such modifications in writing.

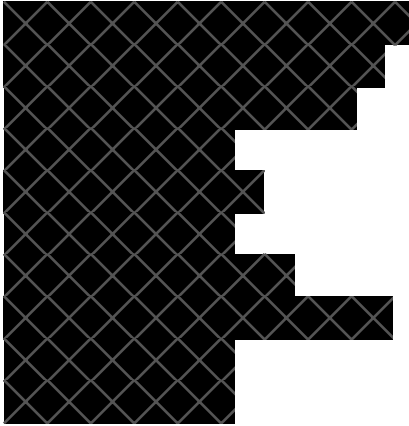
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The  shall grant the Zoo access to the following cameras:



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