

## Public Safety Video System

### 334.1 PURPOSE AND SCOPE

This policy provides guidance for the use of the South Bend Police Department's video management system, video processing systems, and Real Time Crime Center technology platform.

Current tools

A. Video Management System (VMS)

Milestone is the Department's current VMS and primary application for viewing and retrieving video from the public safety cameras owned and operated by the City of South Bend.

B. Real Time Crime Center Technology Platform

The City's current Real Time Crime Center Technology Platform is Fusus. The Fusus Real Time Crime Center technology platform consists of fususONE, fususOPS, fususALERT, fususREGISTRY, fususTIPS, fususVAULT, and thefususCORE hardware appliance.

Fusus pulls together data and video from several other sources and systems. As of the issuance of this policy, those systems include FLOCK, CommandCentral, Milestone, Necam, Utility, and ADSI.

### 334.2 POLICY

The South Bend Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters, and to assist City officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

### 334.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Members authorized to monitor video surveillance equipment shall only monitor

- Public areas where no reasonable expectation of privacy exists
- Public activities where no reasonable expectation of privacy exists
- Public areas owned by private entities where specific permissions and partnerships have been established for real time monitoring from the property owner. No reasonable expectation of privacy will exist in these areas.

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The Chief of Police or the authorized designee and the Mayor of the City of South Bend shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

Sworn or civilian SBPD employees may be members authorized to monitor video surveillance as determined by the Chief of Police or their designee.

Members authorized to monitor video surveillance will:

- Have thorough knowledge and understanding of this Public Safety Video Policy 334
- Be trained on system use and security of access
- Be Criminal Justice Information Services (CJIS) compliant

#### 334.3.1 USE OF CAMERA, VIDEO, PLACEMENT, AND MONITORING

The South Bend Police Department is committed to the protection of individual rights as governed by the United States Constitution, the Indiana Constitution, and Federal, State and local law. Collection of public and private video streams are strictly intended for legitimate law enforcement purpose and never for the arbitrary collection of video surveillance.

#### 334.3.2 VIDEO USE

All video saved shall only be for evidentiary, court, internal or administrative investigation, or training (with the approval of the training unit commander) purposes. Video can also be saved for other agencies for these purposes through the Real Time Crime Center.

#### 334.3.3 CAMERA PLACEMENT

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Chief of Police should confer with other affected City divisions and designated community groups when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement. Decisions concerning which areas are selected for video surveillance shall be made by command staff members holding the rank of Captain and above and shall be continually evaluated for need and effectiveness. These location selections will then be approved by the Chief of Police and the Mayor of the City of South Bend.

#### 334.3.4 CAMERA USE

1. Cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public safety video surveillance system may be useful for the following purposes:
  - (a) To prevent, deter and identify criminal activity.
  - (b) To target identified public areas of gang and narcotics complaints or activity.
  - (c) To respond to critical incidents.
  - (d) To assist in identifying, and apprehending, and prosecuting offenders.

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- (e) To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
- (f) To augment resources in a cost-effective manner.
- (g) To monitor pedestrian and vehicle traffic activity and safety.

Camera images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera.

2. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner.

#### **334.3.5 MONITORING**

The Chief of Police may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than police personnel, such as allied government agencies, road or traffic crews or fire or emergency operations personnel. By agreeing to receive any authorized video feeds, other City personnel agree to abide by the rules governing the use of public safety video surveillance. Outside entities shall agree in writing to abide by the City's rules governing the use of public safety video surveillance prior to receiving any authorized video feed under this section. Decision concerning which areas are selected for video surveillance shall be made by command staff members holding the rank of Captain and above and shall be continually evaluated for need and effectiveness. These location selections will then be approved by the Chief of Police and the Mayor of the City of South Bend.

Unauthorized recording, viewing, reproduction, dissemination, or retention is prohibited.

#### **334.3.6 INTEGRATION WITH OTHER TECHNOLOGY**

The Department may elect to integrate its public safety video surveillance system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the Department and other video-based analytical systems may be considered based upon availability and the nature of department strategy.

The Department should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems, such as pan-tilt-zoom systems, video enhancement or other analytical technology, requires additional safeguards.

#### **334.4 VIDEO SUPERVISION**

Supervisors should monitor video surveillance access and usage to ensure members follow department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

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#### 334.4.1 SYSTEM ACCESS

A list of all users who have access to police video systems, including the Real Time Crime Center, shall be maintained by the system administrator. Employees shall have their own username or a group username and password to log-in to the platform, and they shall only use that log-in information for access.

#### 334.4.2 PROHIBITED ACTIVITY

Public safety video surveillance systems shall not and will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics including, but not limited to race, color, religion, sex, age, national origin or ancestry, disability, gender identity or sexual orientation.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

Misuse of public video surveillance systems will subject employees to administrative disciplinary action up to termination and potentially criminal penalties.

#### **334.5 STORAGE AND RETENTION OF MEDIA**

Video must be downloaded to be retained for use. All downloaded media shall be stored in a secure manner with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and logged into evidence in accordance with established evidence procedures. All actions taken with respect to retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with the established records retention schedules and Indiana law. (See SBPD's Records Maintenance and Release [Policy 803](#))

All video downloaded whether from a City camera system or from a business partner's camera system is deemed as property/evidence of the City of South Bend for all intents and purposes and may be subject to disclosure under applicable public records laws.

SBPD maintains ownership of video over any third party vendor.

#### 334.5.1 EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping, shall be used as appropriate to preserve

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individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

#### **334.6 RELEASE OF VIDEO IMAGES**

All recorded video images downloaded by the public safety video surveillance equipment are for the official use of the South Bend Police Department.

Requests for downloaded video images from the public or the media shall be processed in the same manner as requests for department public records and shall be subject to applicable costs.

Requests for downloaded images from other law enforcement agencies shall be referred to the Public Information Officer/Media Liaison for release in accordance with a specific and legitimate law enforcement purpose.

Downloaded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

#### **334.7 VIDEO SURVEILLANCE AUDIT**

The Chief of Police or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include, but is not limited to, any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline, or policy.

The results of each review shall be appropriately documented and maintained by the Chief of Police or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

#### **334.8 BUSINESS CAMERA PARTNERSHIP**

The City of South Bend will partner with participating businesses in the sharing of video sources and permit the access of information with the goal of providing enhanced responsiveness and situational awareness. The City and each participating business shall enter into a memorandum of understanding which will allow access to their video camera system through the Real Time Crime Center. All SBPD public safety video surveillance system policies and guidelines shall be followed. ( [See attachment: Business MOU Camera.pdf](#) )

## Attachments

## **Business MOU Camera.pdf**



# CITY OF SOUTH BEND , INDIANA POLICE DEPARTMENT

701 W. Sample St. South Bend, IN. 46601  
574-235-9301



**James Mueller**

*Mayor*

**Scott Ruskowski**

*Chief of Police*

The objective of the following Memorandum of Understanding is the collaboration, participation, and partnership between your business and the South Bend Police Department. The Memorandum establishes channels of communication and sharing of video sources that permit the access of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for the South Bend Police Department for the benefit of your company.

## MEMORANDUM PROCESS

- Provide three (3) original signed documents to the South Bend Police Department  
COPIES ARE NOT PERMITTED
- Witness signature is required on all documents
- When naming your “organization” please provide business name. Name of person, owner, or renter is not permitted.
- When providing the address, list the physical location of the business (not a residence or P.O. box)



# Memorandum of Understanding

## **I. INTRODUCTION**

**THIS MEMORANDUM OF UNDERSTANDING** (“Memorandum”), executed on \_\_\_\_\_, 202\_\_\_\_ between **The South Bend Police Department, 701 W. Sample St. South Bend, Indiana** hereafter referred to as “**SBPD**” and (organization)

located at (address)

\_\_\_\_\_ within the Registry portal, hereafter referred to as “**PARTNER**”.

## **II. PREAMBLE**

**WHEREAS**, SBPD is the law enforcement agency established by the City of South Bend, Indiana (the “**CITY**”), and is responsible for the preservation of safety and security in the geographic area in which the City has jurisdiction and has established the “South Bend Police Department Real Time Crime Center,” hereinafter “**THE RTCC**”; and

**WHEREAS**, Partner is a business operating within the jurisdiction of the City and desires to participate in the RTCC; and

**WHEREAS**, the objective of this Memorandum is the collaboration and participation of the SBPD and Partner for the safety and security of patrons within and around Partner’s location(s), and for the overall welfare of the public. For the above reason, this Memorandum, establishes channels of communication and sharing of Partner’s video sources that permit the interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness by SBPD for the benefit of Partner; and

**WHEREAS**, the missions of the Partner and SBPD are complementary; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, SBPD and Partner agree as follows:

### **III. PURPOSE**

The purpose of this Memorandum is to set forth guidelines for sharing of Partner's video sources with SBPD through the RTCC.

### **IV. RESPONSIBILITIES OF SBPD**

SBPD will only access video sources designated by Partner for integration into the City's Fusus software platform. SBPD will not share, access, or provide access to Partner's cameras, camera views, or camera images to any third party including but not limited to members of the public, any media or press outlet, any online media outlet (including any blogs or podcasts), or any other third party not directly employed by the City or any other law enforcement agency, without the consent of SBPD's Chief of Police and without first notifying Partner in writing, unless disclosure is required by State or Federal law, including but not limited to the Access to Public Records Act. Further, SBPD will ensure video access is limited to authorized personnel of the City. Finally, SBPD will ensure any employee responsible for video access is trained on system use and security of access. SBPD will direct any inquiries related to Partner or Partner's video sources to the appropriate designee as indicated in Section V.

### **V. RESPONSIBILITIES OF PARTNER**

Partner will provide SBPD at least one point of contact, as indicated below, with a basic understanding of Partner's inventory and locations of surveillance cameras as required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at Partner location(s). Partner will provide reasonable information needed by SBPD for the system to operate including, but not limited to, camera make, model, IP address, and camera and/or associated DVR/NVR login information. Partner shall purchase and furnish/maintain all hardware/software as may be deemed required by SBPD at the Partner's expense.

### **VI. VIDEO ACCESSABILITY, RETRIEVAL, OWNERSHIP**

Video access is granted by Partner to video sources designated by Partner that are controlled by

Partner. Video access is appropriate and deemed useful by the parties to enhance situational awareness and to ensure the public safety of Partner and areas surrounding Partner's location(s). It is neither intended nor expected that Partner's cameras will be routinely monitored in real-time by SBPD. Video sharing by Partner with SBPD is intended to be done in the spirit of partnership for improved situational awareness and efficiency of emergency response by SBPD. SBPD acknowledges and agrees that its right to access, view, or share the video shall be limited to public safety purposes only, except for disclosure requirements under State or Federal law. Video access by SBPD does not constitute commitment on the part of SBPD that video will be viewed when requested by Partner. The provision by the City of assistance with technical system specifications and/or camera location does not guarantee Partner any particular result as to system effectiveness. Partner gives express permission and authorization to SBPD or its designated agents to access the platform and download video it may deem pertinent to an ongoing investigation or inquiry. Video that is downloaded from the Partner's camera system for these purposes is deemed as property and evidence of SBPD for all intents and purposes and may be subject to disclosure under applicable public records laws.

## **VII. LIMITATION OF LIABILITY; NO GUARANTY**

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 under this Memorandum. SBPD acknowledges that the Partner retains sole ownership of, sole responsibility for, and exclusive control of the video, video footage, and cameras, unless the video or video footage is deemed evidence by the City. Partner has no obligation to service or install any cameras for or on behalf of the City. SBPD does not guaranty that Partner's participation in the RTCC will provide any meaningful result or benefit to Partner.

## **VIII. EFFECTIVE DATES AND AMENDMENTS.**

This Memorandum shall take effect upon signing by both parties and shall remain in effect for a period of one (1) year from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other

party.

The Memorandum may be renewed at the end of this period by mutual written agreement by both parties.

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both parties.

Any party may terminate this Memorandum and any related agreement at any time and for any reason by giving 30-day written notice to the other party. Upon receipt of said notice, parties will work together to remove/deactivate any hardware/software within 10 business days of the termination date of this Memorandum.

The individuals executing this Memorandum represent that they have the authorization to execute this Memorandum on behalf of the respective party they represent.

**IX. ENTIRETY**

This Memorandum, including all amendments, if any, embodies the entire and complete understanding and agreement between the parties and no amendment will be effective unless signed by the Partner.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS (PARTNER) SIGNATURE

\_\_\_\_\_  
PARTNER SIGNATURE

\_\_\_\_\_  
PRINT WITNESS (PARTNER) NAME

\_\_\_\_\_  
PRINT PARTNER NAME

\_\_\_\_\_  
CHIEF OF POLICE SIGNATURE

\_\_\_\_\_  
DIVISION CHIEF SIGNATURE