



Neighbors by Ring
Memorandum of Understanding

This agreement is entered into this 31st day of May, 2019 by and between Ring LLC (“Ring”), a Delaware Corporation authorized to do business in the State of California, and the City of San Jose (“City”), a municipal corporation, (collectively the “parties”) and will provide City access to the Neighbors Portal to communicate with users of the Neighbors app (“Ring Neighbors”) and encourage community engagement as we work together to make City neighborhoods safer.

- Neighbors by Ring app (“Neighbors App”) is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, City may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to City free of charge, including ongoing support and training for City employees.

City

- Maintain appropriate access controls for City personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. 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 City’s participation in the Neighbors App.

Term

City’s participation in the program shall commence upon City’s acceptance of these program terms. Either party may terminate City’s participation in the program at any time by providing 30 days’ written notice to the other party; provided that in the case of material breach of this Agreement by the City, Ring shall only be required to provide three days’ written notice to City.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to City without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. City agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide City work. 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.

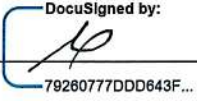
Compensation

At no point shall either party receive compensation from each other as a result of this program.

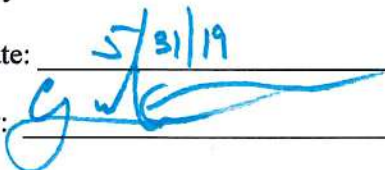
Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program 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. This Memorandum of Understanding ("MOU") and, to the extent retained by City, all records provided to City by Ring, and any records used by City pursuant to this MOU will be subject to disclosure as required by the California Public Records Act and the City Open Government Ordinance, SJMC Chapter 12.21, and City Council Resolution No. 77135.

RING LLC

Date: 6/5/2019
By: 
Name: Mel Tang
Title: VP

RECEIVED
San Jose City Clerk
2019 JUN 24 PM 3:15

City
Date: 5/31/19
By: 
Name: Leland Wilcox
Title: Chief of Staff, Office of the City Manager

Approved as to form:


Carl B. Mitchell
Senior Deputy City Attorney

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 664748-00

Contractor: Ring LLC

Address: 1523 26th Street, Santa Monica, CA 90404

Phone: (949) 690-6979

Email: ray@ring.com

Contract Description: Ring LLC will provide City access to the Neighbors Portal to communicate with users of the Neighbors by Ring app to encourage community engagement and safer neighborhoods.

Term Start Date: Date of execution Term End Date: Until termination Extension: Select one

Method of Procurement: N/A RFB, RFP or RFQ No.: N/A Date Conducted: N/A

Agenda Date (if applicable): N/A Agenda Item No.: N/A

Resolution No.: N/A Ordinance No.: N/A

Original Contract Amount: \$0 Amount of Increase/Decrease: _____

Option #: _____ of _____ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: N/A

Form 700 Required: Select one

Business Tax Certificate No.: _____ Expiration Date: _____


Department: Police (50)

Department Contact Name/Phone: Joseph Kulas, 537-1630

Received

Notes:

MAY 9 2019 *AK*

Department Director Signature:  Date

City Manager Office

5/7/19

Office of the City Manager Signature: _____ Date