

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEE’S SUMMIT, MISSOURI
AND THE LEE’S SUMMIT R-7 SCHOOL DISTRICT FOR LIVE
VIDEO STREAMING**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Lee’s Summit, Missouri (hereinafter referred to as “City”), whose address is 10 NE Tudor Rd. in Lee’s Summit, Missouri and the Lee’s Summit R-7 School District (hereinafter referred to as “School District”), whose administrative office’s address is 301 NE Tudor Rd. in Lee’s Summit, Missouri.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Lee’s Summit R-7 School District will share live video feeds with the City of Lee’s Summit’s Police Department’s (“LSPD”) dispatch office. This sharing of a live video stream will enhance the safety of Lee’s Summit R-7 School District students, faculty, and visitors by:
 - a. Increasing the situational awareness of first responders when responding to emergencies at School District campuses
 - b. Increasing collaboration between the police department and the fire department when responding to emergencies. This would in turn improve incident response.
 - c. Allowing first responders to track emergency event changes in real time.
 - d. Allowing first responders to document response operations for future planning and training.

3. **Effective Date and Term.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective district or municipalities. Subject to Section 10 of this MOU, the term of this MOU shall continue for two years from the date of final execution of this MOU. Thereafter, it shall renew automatically for additional one-year terms on each subsequent annual anniversary date of the date of final execution of this MOU.

Live Video Stream Situations. In Emergency Situations, as defined later in this section, in which the Lee’s Summit Police Department receives a call for service to respond to School District property, the Lee’s Summit Police Department

dispatch office may access the School District's live video stream footage from the School District's video security cameras without prior approval of the School District. The duration of access shall be limited to the period of emergency. Access for Emergency Situations shall extend to qualifying situations that occur both during and after school hours.

"Emergency Situations" means situations involved an actual, impending, or imminent emergency on School District property relating to the life, health, or safety of persons, or serious threat to property, including but not limited to a natural disaster, bomb threats, fire, a terrorist attack, active shooters, use of firearms or other potentially deadly weapons, or outbreak of an epidemic disease. This definition shall include circumstances where Lee's Summit Police Department dispatch is notified of an alarm sounding or a report of serious criminal activity on School District property. Upon notification of any emergency situation the Lee's Summit Police Department dispatch office or other personnel required to provide an emergency response may access the School District's live video stream footage from the School District's video security cameras without notification to or prior approval of the School District.

4. Responsibilities of the City by and through the Lee's Summit Police Department. It will be the responsibility of the City by and through the Lee's Summit Police Department to:

- Ensure the City's technological capability to view the live video feed in the software or format it is provided from the School District.
- Limit viewing of the School District's live video feed solely to situations as set forth in paragraph 3 of this MOU, and solely by LSPD dispatch personnel designated to access the system or other personnel required to provide an emergency response.
- Ensure appropriate training of all LSPD dispatch personnel regarding their role and responsibilities under this MOU, including collaboration with the School District as appropriate.
- Maintain a log of each instance LSPD dispatch views the School District's live video feed, noting the camera accessed, building where the camera is installed, duration of viewing, reason for viewing, and result of viewing (if any). The City agrees to provide this log to the School District on the first day of each month to provide the School District with all log activity from the prior month. The City further agrees to provide log information upon request by the School District.

5. Responsibilities of the Lee's Summit R-7 School District. It will be the responsibility of the Lee's Summit R-7 School District to:

- Provide the LSPD dispatch office with access, including log in information, to the School District's live streaming security video feed from School District cameras, subject to the terms of this MOU.
- In its sole discretion, designate which School District live security cameras video feeds will be accessible to LSPD dispatch.
- Be solely responsibility for maintenance and repair of the School District's security camera system. Sharing of School District live video streams and repair, maintenance, or changes to the camera security system shall be at no charge, cost, or expense to the City.
- Provide monthly access at a time agreeable to both parties that will allow the system to be tested to insure connectivity.

Nothing in this MOU shall place any responsibility, financial or otherwise, on the School District to ensure LSPD dispatch has uninterrupted or error-free access to the School District's live security video feed, to repair or interact with the City's technology systems or software, or to modify how School District live security video streaming access is provided.

6. Recorded Video Footage. The Lee's Summit Police Department will not have access to School District recorded video footage or video clips unless otherwise granted by the School District through the School District's Superintendent or his or her designee as allowed by law.

7. Applicability to School Resource Officers. This MOU is not intended to alter or limit the current authority granted to School Resource Officers to access real-time footage or video recordings from school security cameras.

8. General Provisions

- a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

- b. **Entirety of Agreement.** This MOU, consisting of six pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- c. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- d. **Joint Venture.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The parties do not intend to nor will they combine business operations under this MOU.
- e. **Assignability of Rights.** No right or interest in this MOU shall be assigned or delegated by either party without prior, written and signed permission of the other party. Any attempted assignment or delegation by a party in violation of this provision shall be a breach of this Agreement by such party.
- f. **Limitation of Liability.** In no event shall either Party, including each Party's employees, officers, and officials, be liable to each other for any special, incidental, direct, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with this MOU. This shall include, but not be limited to damages resulting from: transmission interruptions or problems, damage or loss of property or equipment, cost of capital, cost of replacement services, or claims of third parties, whether occasioned by any act performed by, or failed to be performed by the Parties, or breach of contract, breach of warranty, or negligence. Each Party shall be responsible for the acts and omissions of its respective officers, agents, and employees. Neither the City nor the School District agree to indemnify, protect or hold harmless the other from any claims of persons or companies for injuries to persons or property arising out of the acts herein identified.

9. **Termination.** This MOU may be terminated, without cause, and effective immediately by either party upon written notice, which notice shall be delivered by email or regular mail to the party at the address set forth below.

If to the City:
City of Lee's Summit, MO
Lee's Summit Police Department
10 N.E. Tudor Road
Lee's Summit, Missouri 64086
Attn: Chief of Police

If to the School District:

Lee's Summit R-7 School District
301 NE Tudor Rd.
Lee's Summit, Missouri
Attn: Superintendent

10. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

--Remainder of page intentionally left blank--

City of Lee' Summit, Missouri

Mayor William A. Baird

Date

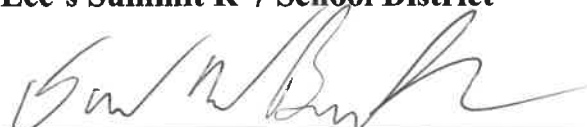
ATTESTED:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Lee's Summit R-7 School District



Dr. David Buck, Superintendent

11-24-2020

Date

Attest: -


Board Secretary

11-24-2020

Date