

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE REDONDO BEACH UNIFIED SCHOOL DISTRICT  
AND THE CITY OF REDONDO BEACH  
REGARDING THE SHARING OF SURVEILLANCE CAMERA VIDEO**

This Memorandum of Understanding ("MOU") is entered into this 2<sup>nd</sup> day of August, 2022, by and between the Redondo Beach Unified School District (the "District"), and the City of Redondo Beach (the "City"). The District and City may be individually referred to as a "Party" or collectively as "Parties."

**RECITALS**

WHEREAS, the District operates various school sites and has installed video surveillance cameras ("Security Cameras") to provide a safe educational environment for students and District employees; and

WHEREAS, the City's Police department is responsible for providing for the safety of the City's residents, including the District students and employees at District school sites; and

WHEREAS, the District desires to share its live surveillance video feeds with the City's Police department to assist the police in responding to an emergency; and

WHEREAS, the City's FUSUSONE video integration system ("FUSUS System") enables the District to share its live video surveillance feeds with the City's Police department in emergencies to improve school safety and police response.

**GENERAL PROVISIONS**

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to set forth guidelines for the District and the City as to the role and responsibilities of each in the use of Security Cameras and surveillance in District schools.
2. Emergency. For purposes of this MOU, an emergency means a situation that poses an imminent threat to the life, safety, health, or property. This includes, but is not limited to active shooter(s), bomb threats, or any other immediate threat to life, limb, or safety.
3. District's Responsibilities. District shall:
  - a. Purchase and install a number of FUSUSCORE devices ("Core Devices") to share District's video surveillance feeds via the City's FUSUS system.
  - b. Connect District surveillance cameras to the City's FUSUS System using the Core Devices; provided, however, that the City shall not access or monitor the District's Security Cameras and surveillance unless and until (i) there has been a reported emergency through the City's FUSUS System, and (ii) the District has provided written authorization to the City's Police department to view the video.

- c. Predetermine which live video surveillance cameras may be viewed by the Police department in the event of an emergency via the FUSUS System.
  - d. Pay for the Core Devices which integrate the District's surveillance cameras into the City's System.
4. City's Responsibilities. City shall:
- a. Pay for the costs associated with the District's FUSUS System, which are not the responsibility of the District as described in Section 2 of this MOU.
  - b. Direct the City's Police department to monitor the video surveillance via the FUSUS System only when (i) the City's police department has received written authorization from District designated personnel and (ii) during the event of an emergency.
  - c. Ensure only City law enforcement personnel will be permitted to monitor the District's surveillance cameras through the FUSUS System in response to an emergency.
  - d. Not share access to District video surveillance with the public or anyone outside of law enforcement without prior written consent from the District.

In the event the District grants the City access to its surveillance video, the City police department may record and retain the recording for evidentiary purposes and monitor the surveillance video feeds through its FUSUS System for as long as reasonably necessary to respond safely to the emergency.

5. Supervision and Control. District shall provide City at least one point of contact with a good understanding of District inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at District location(s). District shall provide information requested by the City for the system to operate, including but not limited to, information regarding a camera's make, model, IP address and /or associated DR/NVR login information.
6. Term of MOU. This MOU shall be effective on August 1, 2022, and shall expire June 1, 2024, unless otherwise terminated as provided herein.
7. Termination. Either Party may terminate this MOU at any time upon providing ten (10) days prior written notice to the other Party.
8. Indemnification. District shall indemnify, defend, and hold harmless City, its officials, officers, employees, agents from and against any claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of any active or passive negligence or willful act of the District, its officers, employees, and agents, or anyone directly or indirectly acting on behalf of the District in performing under this MOU, regardless of whether caused in part by a Party indemnified hereunder.

City shall indemnify, defend and hold harmless District, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including performance of this MOU, caused in whole or in part by any active or passive negligence or willful act of City, its officials, officers,

employees, and agents, or anyone directly or indirectly acting on behalf of City, regardless of whether caused in part by a Party indemnified hereunder.

It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District

Redondo Beach Unified School District  
1401 Inglewood Avenue  
Redondo Beach, CA 90278  
Attention: Derek Kinsey, Chief Technology Officer

City

Redondo Beach Police Department  
401 Diamond St  
Redondo Beach, CA 90277  
Attention: Chief Hoffman

10. Relationship to Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligations, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
11. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
12. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
13. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
14. Assignment Prohibited. No Party may assign its respective rights or obligations under this MOU without the prior written consent of the other Parties.

15. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
16. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.
17. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether written or oral, with respect hereto.
18. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
19. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this MOU that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, labor strikes, natural catastrophes, governmental acts or omissions, changes in laws or regulations, fire, explosion; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this MOU.
20. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
21. Authority of Executing Officer or Party. By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this MOU and to bind the Party on whose behalf the signer executes this MOU.
22. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representative and affixed as of the date of signature of the Parties.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF REDONDO BEACH**

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

By: \_\_\_\_\_  
William C. Brand  
Mayor

ATTEST:

By: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Michael W. Webb  
City Attorney

**REDONDO BEACH UNIFIED SCHOOL DISTRICT**

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

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

David Witkin  
Board President

ATTEST:

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

Steven Keller, Ed.D.  
Superintendent of Schools

APPROVED AS TO FORM

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

Counsel for District