

AN ORDINANCE DIRECTING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE NORTH KANSAS CITY SCHOOL DISTRICT NO. 74 TO ALLOW PUBLIC SAFETY DEPARTMENT ACCESS TO STREAMING VIDEO IN SCHOOLS.

LEGISLATIVE FINDINGS

1. The North Kansas City School District owns, operates, and maintains fixed video surveillance cameras at schools within the district to aid in the safety and security of its students, staff, and guests.
2. The School District's cameras have the capability to share live streaming video with the Public Safety Department Communications Center in the event of a major emergency or a disaster.
3. The City of Gladstone and the North Kansas City School District recognize that by granting the Public Safety Department access to the School District's live streaming video in the School during a major emergency or disaster, critical decisions could be more quickly and effectively made by Public Safety Department personnel.
4. The Public Safety Department and the School District recognize that certain privacy rights exist, and Public Safety Department's access to the district's live streaming video in the Schools shall be limited to (a) major emergencies and disasters during which access to live streaming video from the Camera System would benefit the department and other first responders and (b) maintenance, testing, training, and evaluation related to supporting such access.
5. The Cooperative Agreement is in the best interests of the residents of the City of Gladstone.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GLADSTONE, MISSOURI AS FOLLOWS:

1. The City of Gladstone hereby enters into a Cooperative Agreement with the North Kansas City School District No. 74 to allow Public Safety Department access to the school district's live streaming video; and
2. The City Manager is directed to execute the Cooperative Agreement in substantially the form presented to the City Council.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF MAY, 2019.



Mayor Carol J. Suter

ATTEST:



Ruth Bocchino, City Clerk

FIRST READING: May 13, 2019

SECOND READING: May 13, 2019



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 19-19

ORD # 4.470

Date: 5/6/2019

Department: Public Safety

Meeting Date Requested: 5/13/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Memorandum of Understanding with North Kansas City School District #74 to allow Public Safety Department access to live streaming video at schools in the district.

Background: The North Kansas City School District #74 owns, operates, and maintains fixed video surveillance cameras at their schools in Gladstone and it serves the best interests of students, staff, and visitors to allow Public Safety Department access to the system during major emergencies or disasters.

Budget Discussion: Funds are budgeted in the amount of \$ from the Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: N/A

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Director/Administrator
Chief Michael J. Hasty
Director of Public Safety

PC
City Attorney

SW
City Manager

MEMORANDUM OF UNDERSTANDING
Live Streaming Video

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated this 14th day of May, 2019, is made and entered into by and between the City of Gladstone, Missouri (the "City"), on behalf of the Gladstone Police Department (the "GLPD") and North Kansas City #74 School District (the "School District"). The City and the School District are each a "Party" and are collectively, the "Parties".

WHEREAS, the City is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City operates a police department within the territorial limits of the City of Gladstone, Missouri, and such police department is known as the "Gladstone Police Department"; and

WHEREAS, the GLPD operates, among other things, for the preservation of the public peace and order, the prevention of crime and the protection of persons and property, and has established policies for the effective operations and conduct of the GLPD; and,

WHEREAS, the School District, a political subdivision of the State of Missouri, operates the Antioch Middle School, Chapel Hill Elementary, Oakwood Manor Elementary, Meadowbrook Elementary, and Linden West Elementary (the "School") within the territorial limits of the City; and,

WHEREAS, the School District owns, operates and maintains fixed video surveillance cameras at the school (the "Camera System") to aid in the safety and security of its students, staff and guests; and

WHEREAS, the School District's cameras have the capability to share live streaming video with the City's communications center in the event of a major emergency or a disaster, as hereinafter defined; and,

WHEREAS, the City and School District recognize that by granting the GLPD access to the School District's live streaming video in the School during a major emergency or a disaster critical decisions could be more quickly and effectively made by public safety and law enforcement agencies; and

WHEREAS, the City, GLPD and the School District recognize that certain privacy rights exist, and that the GLPD's access to the School District's live streaming video in the School should be limited to (a) major emergencies and disasters during which access to the live streaming video from the Camera System would benefit the GLPD and other first responders to

such situations, and (b) maintenance, testing, training and evaluation related to supporting such access; and

WHEREAS, the City and School District recognize that it is in the best interests of public safety for the School District to allow the GLPD to use its Camera System and to share live streaming video with the GLPD during a major emergency or a disaster posing a threat to the safety of students, staff or guests at the School.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The School District agrees to share live streaming video from the Camera System at the School facilities or on property in the City owned or operated by the District with the GLPD in the event that the GLPD determines that such live streaming video is necessary to assist the GLPD or another public safety agency in responding to a major emergency or a disaster at the School or School facility or on property owned or operated by the School District and to protect the health or safety of students, faculty, staff, guests and other individuals.
2. A "major emergency" or a "disaster" for purposes of this MOU is generally defined as an event that a police officer or other trained professional at the GLPD believes may require the use of the GLPD to coordinate the combined response of multiple government departments or agencies and involving an imminent, articulable and significant threat to life, health, safety or property. Major emergencies or disasters could include, but are not limited to, acts of terrorism, incidents involving serious violent crime, hostage crises, active shooters on or outside of School property, large scale unrest or disturbance, fires, tornadoes, floods and earthquakes.
3. The School District agrees that any live streaming video it shares with the GLPD may also be viewed at a location other than the GLPD facilities by City officials, GLPD police officers, other trained professionals and public safety or law enforcement agencies who are responding to the major emergency or disaster. Neither the City nor the GLPD will further disclose live streaming video or recordings of live streaming video containing personally identifiable student information unless required by court order or otherwise mandated by law including, but not limited to, the Missouri Sunshine Law, Section 610.010, *et seq.*
4. The School District will take all the necessary measures to facilitate the sharing of live streaming video from the Camera System with the City and GLPD within the terms of this Memorandum. Notwithstanding the foregoing, the School District, in its sole discretion, shall have the right to operate, turn off, maintain, repair, or remove the Camera System.
5. For purposes of this MOU, the School District shall designate no fewer than four (4) persons ("**School District Contact Persons**") at least one of whom will be available to

authorize the sharing of live streaming video as described in this MOU at any day or time. The School District will make available to the City and GLPD contact information for each of the School District Contact Persons. The School District will advise the City and the GLPD of any change of a School District Contact Person or the change of any contact information for any Contact Person within seven (7) calendar days of such change.

6. For purposes of this MOU, the GLPD shall designate police officers ("Police Authorized Representatives") who have the authority to authorize the access of live streaming video at any day or time as described in this MOU. The GLPD shall advise the School District of any change of a Police Authorized Representative or the change of any contact information for any Police Authorized Representative within seven (7) calendar days of such change.
7. If reasonably practicable, the GLPD shall obtain consent from the School District before accessing live streaming video.
8. In an emergency or a disaster in which the GLPD determines that live streaming video is necessary and prior notice to the School District is not reasonably practicable due to the nature of the emergency or disaster, the GLPD shall provide written notice to the School District that the GLPD accessed the School District's live streaming video and the reason for such access as soon as reasonably practicable and, in any event, no later than 24 hours after accessing any live streaming feed. The GLPD shall obtain written approval from the School District in order to continue accessing any live streaming video involving any one major emergency or disaster as soon as reasonably practicable, but, in any event, no later than 24 hours after first accessing the live streaming feed. Upon written approval by the School District, the GLPD may access the live streaming feed for the duration of the major emergency or disaster without further notice to the School District.
9. The GLPD shall keep a log of all access it has made to the School District's Camera System, including video streaming, within the past 90 days. The logs shall be available for inspection by the School District by providing the GLPD with five business days' written notice.
10. In the event a person or entity requests copies of videos or the logs pursuant to Chapter 610 of the Revised Statutes of Missouri (the "**Missouri Sunshine Law**"), each Party shall notify the other Party prior to disclosing any records to the requestor.
11. The School District agrees to share, upon approval by the School District of a written request, live streaming video from the Camera System at the School or School facilities or property owned or operated by the School District in the City to the GLPD for the purposes of testing, training and/or evaluation of the live streaming video and any necessary City or GLPD software and hardware. Any sharing of video

for the purposes of maintenance, testing, training and evaluation shall be limited in a manner that protects the reasonable privacy expectations of the School District's students, faculty, staff and guests.

12. Access, or the availability of access, to live streaming video from School District cameras by the City or GLPD does not indicate or imply that such cameras are being constantly monitored in real time. Moreover, the rights to access the Camera System granted to the Response Centers shall only be exercised pursuant to the terms contained in this Memorandum.
13. The terms of this MOU do not grant the City or the GLPD the right to record or make copies of the footage viewed by the City or GLPD in real time from the Camera System. The City and GLPD acknowledge the School District's right to operate the Camera System in a manner as to prevent any such recordings as well as retention of video pursuant to its policies and procedures. In the event the City or GLPD desires copies of any footage recorded by the Camera System, the City or GLPD may request such copies of footage directed to any one of the designated persons by the School District. If the School District does not consent to the release of the video, it will bookmark the footage to save footage for a later date.
14. This MOU is not, and shall not be construed for any purposes as, a contract. No consideration in any form has been exchanged by the parties. No Party's employees, agents, officials or members shall be considered employees, agents, officials or members of the other parties for any purpose. No benefit or emolument of employment afforded by one Party to the Party's employees, agents, officials or members shall be afforded to the employees, agents, officials or members of the other Party. No third party may claim any benefit, protection, or duty arising from the terms of this MOU.
15. Any amendment to this MOU must be in writing and agreed to by all parties.
16. This MOU may be terminated at any time without cause by giving written notice to the other Party. Termination shall become effective thirty calendar days' after such notice of termination has been posted by regular United States mail.
17. Any notice required to be given by this Memorandum in writing may be given by email or other written device and shall be to the following persons:

For the City:

Director of Public Safety
7010 N. Holmes Street
Gladstone, MO 64118

For the School District:

North Kansas City School District #74
Attn: Safety and Security Director
2000 NE 46th Street
Kansas City, Missouri 64116-2042
Email: Robert.mclees@nkcschools.org

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

THE CITY OF GLADSTONE, MISSOURI



Scott Wingerson, City Manager

5/14/19

Date



Chris Williams, City Counselor

5/14/19

Date



Ruth Bocchino, City Clerk

6/11/19

Date

THE NORTH KANSAS CITY SCHOOL DISTRICT #74



Janet Kauk, School Board President

5.14.19

Date



Daniel Clemens, Superintendent

5-28-19

Date

(END OF MOU)