

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH, THE CITY OF GARDENA, THE CITY OF PALOS VERDES ESTATES, THE CITY OF HERMOSA BEACH, AND THE CITY OF MANHATTAN BEACH FOR JOINT USE OF THE SURVEILLANCE SKY TOWER AND TOW VEHICLE**

This Memorandum of Understanding ("Agreement"), entered into on this 5<sup>th</sup> day of September 2023, by and between the CITY OF REDONDO BEACH, the CITY OF GARDENA, the CITY OF PALOS VERDES ESTATES, the CITY OF HERMOSA BEACH, and the CITY OF MANHATTAN BEACH (individually referred to hereunder as "Party" and collectively as "Parties"), is made in light of the following:

**RECITALS**

A. Parties are municipal corporations duly organized and validly existing under the Constitution and laws of the State of California and their respective charters, if any.

B. Parties agreed for the City of Redondo Beach to purchase a Sky Tower and Tow Vehicle utilizing Homeland Security grant funding to strengthen regional surveillance capabilities during critical incidents and events, gather intelligence, increase protection, provide a strategic perspective for Police Department personnel, and a physical presence to help deter criminal activity. Such equipment is infrequently used and costly to obtain, maintain, and operate.

C. The approved 2020 State Homeland Security grant designated \$337,928 for the purchase of a surveillance Sky Tower and Tow Vehicle that will be shared among the five South Bay participating cities.

D. The Parties enter into this Agreement with the intent to coordinate the acquisition, administration, maintenance, and shared use of the Sky Tower and Tow Vehicle by their respective law enforcement agencies in furtherance of homeland security efforts. In an effort to increase the service life of the Sky Tower and Tow Vehicle and keep them in a condition of readiness for deployment, the Sky Tower and Tow Vehicle will be stored, on a rotating basis, only at the Parties entering into this Agreement and providing annual maintenance, operation, and repair funds.

E. The Parties do not intend this Agreement to be a Joint Powers Agreement, nor do they intend to create through this Agreement a joint powers agency or entity as such terms are defined in the Joint Exercise of Powers Act, Government Code §§ 6500, et seq.

**AGREEMENT**

NOW THEREFORE, the Parties agree to the following:

Section 1: Purpose

The purpose of this Agreement is to outline the respective responsibilities of the Parties regarding the acquisition, administration, maintenance, and shared use of a Sky Tower and Tow Vehicle for the advancement of homeland security efforts. All Parties agree to comply with the provisions of this Agreement throughout its duration.

## Section 2: General Responsibilities of Parties

The Parties agree to collaborate in acquiring, administering, maintaining, and utilizing the Sky Tower and Tow Vehicle.

## Section 3: Acquisition, Administration, Maintenance, and Shared Use of Equipment

The Parties shall designate the City of Redondo Beach as the lead agency to oversee the administration of this Agreement. The City of Redondo Beach will be responsible for coordinating and scheduling the use of the Sky Tower and Tow Vehicle among the Parties.

### a) Responsibilities of the City of Redondo Beach

The City of Redondo Beach is responsible for the following:

- 1) Administer the Homeland Security Grant through its local Office of Emergency Services, which serves as the funding source for the purchase of the Equipment.
- 2) Coordinate the prompt submission of all required documentation to the State Office of Emergency Services for the purchase of the Equipment, drawdown of Grant funds, and disposition of the Equipment.
- 3) Purchase the Equipment from Atlantic Diving Supply, Inc (Sky Tower) and Van Nuys Chrysler Dodge Jeep Ram (Tow Vehicle) in accordance with the City of Redondo Beach Municipal Code. The total purchase amount should not exceed \$337,928. The City of Redondo Beach will issue a purchase order and make an initial payment for the Equipment from its general fund monies appropriated for this purpose. The City will be reimbursed as provided in Section 4.
- 4) Acquire title to the Equipment and registering it with the Department of Motor Vehicles.
- 5) Provide a logbook within the Equipment for recording mileage by all Equipment operators.

### b) Responsibilities of the City of Redondo Beach, City of Gardena, the City of Palos Verdes Estates, the City of Hermosa Beach, and the City of Manhattan Beach:

- 1) In the event that the grant funds fail to cover all costs associated with the purchase, registration, and maintenance of the Sky Tower and Tow Truck, each Party will be responsible for reimbursing Redondo Beach an equal fractional portion of these costs, as defined within this agreement.
- 2) Each Party will be responsible for maintaining and storing the Sky Tower and Tow Truck on a rotating basis, ensuring that they are kept in a state of readiness for use. The Parties will coordinate the use of the equipment and maintain its costs and maintenance records.
- 3) After completing the use or deployment of the equipment, the responsible Party will be responsible for refueling the equipment, checking fluid levels, and performing basic cleanup of the Sky Tower and Tow Truck. The Sky Tower and Tow Vehicle will then be returned to the hosting city.

- 4) Each Party that is solely or jointly responsible for any damage or destruction of any portion of the equipment agrees to defend, indemnify, and hold the other parties harmless from any action brought against those parties as a result of such damage or destruction. The Party or Parties responsible for such damage or destruction must also repair or replace the equipment at no cost to the inculpable Parties.
  - 5) The responsible Party will keep a logbook of the equipment, recording its mileage while it is in their care, custody, and control.
- c) The Parties, represented by their respective Chief of Police or their designee, will agree to:
- 1) Determine the type and amount of equipment maintenance required, as well as the process for securing a service provider to maintain the equipment. This maintenance shall be consistent with the manufacturer's warranty requirements. Any Party that objects to the type, quantity, or method of maintenance service must bring their concerns to the Chiefs of Police for a majority vote to resolve.
    - a) If requested by the City of Redondo Beach, the Parties shall provide documentation demonstrating the maintenance and operation of the Sky Tower and Tow Truck.
    - b) Ensure the safe storage of the Sky Tower and Tow vehicle in accordance with the coordination and schedule of the City of Redondo Beach.
  - 2) Determine any graphic design for the Equipment and placement of law enforcement agency logos on the Equipment.
  - 3) Use the Equipment primarily within Area "G" of Los Angeles County as a shared resource among the participating Parties. However, in the event of a major disaster or terrorist act requiring mutual aid, the Equipment may be taken to another area outside Area "G," provided that it remains under the operation and control of a Party's employees.

#### Section 4: Equipment Purchase and Registration

- a) The Parties agree to reimburse the City of Redondo Beach for the purchase price of the Equipment and any vehicle registration costs. The reimbursement shall be made in accordance with the terms of this Agreement.
- b) Equipment Maintenance. Each Party shall reimburse the City of Redondo Beach its one-fifth share of the cost of Equipment maintenance services within sixty (60) days of receipt of an invoice from the City of Redondo Beach.
- c) Disposition of Equipment. Upon expiration or termination of this Agreement, the Parties shall mutually agree upon the physical disposition of the Equipment in accordance with the terms of the Grant. If the terms of the grant do not restrict the disposition of the equipment, a simple majority vote of the Chiefs of Police of the remaining participating Parties may determine the disposition of the vehicle to one or more Parties. Any unamortized value of the Equipment shall be determined and shared equally among the Parties sharing ownership at the time of its disposition. If one or more of the Parties retains sole possession of the vehicle, they shall pay the remaining Parties their fractional share of the

value. Any proceeds from the sale of the Equipment, after any refund of Grant monies (if required), shall be shared equally among the Parties. This paragraph shall survive expiration or termination of this Agreement.

#### Section 5: Operation and Reservation of the Sky Tower and Tow Vehicle

- a) Reservations for the Sky Tower and Tow Vehicle will be classified as emergent or non-emergent. Emergent use of the vehicle shall take priority over all non-emergent uses.
- b) Emergent use of the vehicle shall include the following examples:
  - 1) Response to acts of terrorism
  - 2) Response to an unplanned crime enforcement event that involves or potentially involves the continuing threat against law enforcement, fire personnel, or the public, which requires additional surveillance.
- c) Non-emergent use of the vehicle shall include the following examples:
  - 1) Response to a planned enforcement event
  - 2) Participation in a planned event, such as demonstrations at a community open house, public safety fair, parade, school or club presentation
  - 3) Participation in training events
- d) The Parties will strive to prevent scheduling conflicts by creating a password-protected calendar accessible via the internet to all participating Parties. One Party will host this electronic reservation calendar and provide equal access to all other Parties. The calendar will serve as the single location and determining document for the reservation of the equipment.
- e) Parties must enter non-emergent reservations of the vehicle on the calendar with a minimum of three hours prior notice before using the vehicle. Non-emergent reservations of the vehicle will be made on a first-come, first-reserved basis upon entry on the calendar. Reservations for a date and time shall not be made more than one year in advance of the event's date.
- f) In case multiple Parties cannot agree on the non-emergent reservation of the vehicle for a specific date or time, a simple majority vote of the chiefs of the participating Parties will resolve the dispute. A chief may designate a voting member when they are not accessible by telephone or email.
- g) Emergency uses of the vehicle do not require immediate submission to the calendar. However, Parties should enter emergency uses of the calendar for records purposes, when possible, and no later than twenty-four hours after the event.

- h) Each Party will receive three numbered keys to the Sky Tower. Parties must maintain strict control of the keys. No additional keys will be made by the Parties to prevent the compromise of the vehicle's security. In case of key loss by a Party, all Parties must be notified. The keys to the Tow Vehicle will remain with the Party in possession of it.
- i) A Party or Parties may propose the installation of new or upgraded accessory equipment on the Sky Tower and/or Tow Vehicle in the future, citing a need or advantage. The cost of the Equipment will be shared equally among the participating Parties unless more than two Parties dissent to the purchase in a vote of the chiefs of the participating Parties. A Party or Parties may purchase and install accessory equipment at their cost with the approval of a simple majority of the Chiefs of Police from the participating Parties. However, this equipment becomes the property of all the Parties when installed on the Equipment.
- j) Parties storing the Sky Tower and Tow Vehicle must make the equipment immediately available to other Parties who have reserved the vehicle. A Party with a pre-planned event may take possession of the Equipment up to twelve hours before the event if there are no other planned uses. The transfer of the Equipment to this Party will be noticed on the calendar to facilitate emergency access and response, if necessary.

#### Section 6: Term of Agreement

- a) The term of this Agreement shall commence on September 5, 2023 and terminate per the terms in paragraph (a)(1) of this Section 6, or when the equipment becomes permanently inoperable or unserviceable.
  - 1) A Party may withdraw from this Agreement by providing 90 days notice, in writing, to all Parties. A Party that withdraws from this Agreement shall still be responsible for its share of expenses until the end of that fiscal year. Withdrawal shall not relieve the Party from any obligation incurred under this Agreement prior to withdrawal.
  - 2) Any Party failing to meet the responsibilities, including but not limited to those listed in Section 3(b) and Section 4 shall lose the ability to store or maintain the equipment. Failure to meet the responsibilities by any Party will result in loss of use of the equipment in non-emergency circumstances. The Sky Tower and Tow Vehicle may be requested as mutual aid during emergency situations if operated by a Party compliant to this Agreement.

#### Section 7. Indemnification

- a) Each Party to this Agreement shall be solely liable for, and shall indemnify, defend and hold harmless the other Parties and each of their officers, officials, employees, agents and volunteers ("Indemnitees") from, any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by any of the Indemnitees, the indemnifying Party or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from:

- 1) The active negligence or intentional acts or omissions of the indemnifying Party or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; or
  - 2) The ownership, maintenance, operation or use of the Equipment when in the care, custody and control of the indemnifying Party.
- b) It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, liability, fines, penalties, forfeitures, costs and damages, expense and liability attributable to that Party's negligence.
  - c) Each Party shall establish procedures to notify the other Parties where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a Party to this Agreement.
  - d) It is expressly understood and agreed that there are inherent risks in the operation of the Sky Tower and Tow Vehicle that each Party assumes those risks by entering into this Agreement.
  - e) This Section 7 shall survive termination or expiration of this Agreement.

#### Section 8: Insurance

Each Party shall maintain insurance policies or self-insurance programs to fund their respective liabilities, including liability arising out of the ownership, maintenance, operation and use of the Equipment. Evidence of insurance, certificates of insurance or other similar documentation shall not be required of any Party under this Agreement

#### Section 9: Independent Contractor

- a) All Parties acknowledge and agree that they will act as independent contractors, including their officers, agents, and employees, while performing their respective duties and obligations under this Agreement. No Party shall act as an officer, agent, servant, employee, joint venturer, partner, or associate of the other Party. Each Party shall act in an independent capacity, and no Party shall have the right to control, supervise, or direct the other Party's performance of its work and functions. However, each Party shall retain the right to verify that the other Parties are fulfilling its obligations according to the terms and conditions of this Agreement.
- b) All Parties shall comply with all applicable laws, rules, and regulations of governmental authorities having jurisdiction over the matters covered by this Agreement.
- c) As independent contractors, each Party shall not be entitled to employment rights and benefits available to the other Party's employees. Each Party shall be solely liable and responsible for providing its employees with legally required employee benefits, and each

Party shall be solely responsible for payment of its employees, including compliance with Social Security withholding and other relevant regulations.

- d) Each Party shall be responsible for the professional and personal conduct of its own personnel, and shall assume all personnel costs, including salaries, fringe benefits, overtime, Worker's Compensation Insurance, and training for assigned personnel.

Section 10: Maintenance of Records

Each Party shall maintain accurate and complete books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement and any addenda, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Agreement period. Each Party and any duly authorized representative of the state or federal government that has provided funding for any acquisition or activities under this Agreement shall have access to any pertinent books, records, and documents of the Parties for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. This paragraph shall survive termination of this Agreement.

Section 11: Non-waiver

Waiver of any breach or default under this Agreement shall not constitute a waiver of any subsequent or continuing breach of the same or any other provision of this Agreement.

Section 12: Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that reflects the intent of the Parties as closely as possible.

Section 13: Interpretation

The Parties acknowledge that this Agreement is the result of their mutual negotiation and that any ambiguity in the Agreement shall not be construed against any Party. Any disputed provision shall be interpreted in a manner consistent with its plain meaning, and the intent of the Parties shall be given effect.

Section 14: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. Any legal action arising under or in connection with this Agreement shall be brought in the state or federal courts located in Los Angeles County, California.

Section 15: No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

Section 16: Assignment and Transfer

No Party shall assign or transfer its rights or obligations under this Agreement, or its ownership interest in the Equipment, except as expressly provided in this Agreement. No Party shall entrust the Equipment to the care, custody or control of any third party, except for the sole purpose of repairing the Equipment. The assignment of this Agreement by any Party shall not relieve that Party of its obligations hereunder. Any attempted assignment in violation of this Section shall be null and void.

Section 17: Entire Agreement

This Agreement represents the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may not be amended or modified except in writing signed by written instrument duly authorized and executed by each Party.

Section 18: Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF REDONDO BEACH,  
a chartered city

\_\_\_\_\_  
William C. Brand, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Michael W. Webb, City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF GARDENA,  
a general law city

\_\_\_\_\_  
Tasha Cerda, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mina Semenza, City Clerk

\_\_\_\_\_  
Carmen Vasquez, City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF PALOS VERDES ESTATES,  
a general law city

\_\_\_\_\_  
Jim Roos, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol Cowley, City Clerk

\_\_\_\_\_  
Trevor Rusin, City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF HERMOSA BEACH,  
a general law city

\_\_\_\_\_  
Raymond Jackson, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Myra Maravilla, City Clerk

\_\_\_\_\_  
Patrick Donegan, City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF MANHATTAN BEACH,  
a general law city

\_\_\_\_\_  
Richard Montgomery, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Liza Tamura, City Clerk

\_\_\_\_\_  
Quinn Barrow, City Attorney