

AMENDED AGREEMENT

BETWEEN THE DAYTON INDEPENDENT SCHOOLS DISTRICT AND THE CITY OF DAYTON

This Amended Agreement ("Agreement") is entered into by and between the **Dayton Independent Schools District (DISD)** and the **CITY OF DAYTON (CITY)** as of the date identified by the last signature to this Agreement, with terms identified below:

Purpose:

The **CITY** provides law-enforcement services within the limits of the **CITY** and therefore within the boundaries of the **DISD**. The **CITY** also provides law-enforcement services within the buildings of **DISD**. The law-enforcement officers of the **CITY** intend to utilize access to **DISD** security cameras in emergency situations to assist the **CITY** in performing its law-enforcement duties. In addition, **CITY** has security cameras in Gil Lynn Park, which is next to Lincoln Elementary and Dayton High School, a park that students at the schools utilize during the school days and at other times. **DISD** intends to utilize access to the **CITY** security cameras in Gil Lynn Park to monitor student activity in the park and investigate possible criminal activity by students in the park.

1. Performance of CITY and DISD:

- 1.1 CITY and DISD (collectively, "the Parties")** agree that they will only utilize the access to each other's security cameras in situations which present an emergency of such a nature that it is reasonably calculated that the **CITY** and **DISD's** access to each other's security cameras would assist the Parties in performing criminal investigatory activities and law-enforcement duties.
- 1.2 CITY and DISD** agree that no information, data, or depictions received by them from the other's security cameras may be reproduced, stored, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise with the express written consent of the other party.
- 1.3 CITY and DISD** shall provide all equipment necessary for each party to obtain access to the other party's security cameras.
- 1.4 CITY and DISD** agree to defend, indemnify, and hold each other, their board members, attorneys, agents, officers, directors and employees, harmless against any and all actions, claims, demands, liabilities, losses or damages of any kind or nature whatsoever that may grow out of or arise out of or relate to **CITY's** and **DISD's** access to the security cameras of each other, as well as any and all claims or damages sought for acts or omissions of **CITY** and **DISD** and/or the employees of **CITY** and **DISD** and **the Parties** further agree to reimburse and make good to each other any loss or damages or costs, including reasonable attorneys' fees.

- 1.5** CITY and DISD agree that they and their agents and employees shall perform all investigatory and law-enforcement duties when accessing the other's security cameras in a dignified and respectable manner and that neither it nor its employees shall act in a manner involving fraud, moral turpitude, or violation of law.
- 1.6** CITY and DISD agree that they and their agents and employees shall perform all investigatory and law-enforcement duties when accessing each other's security cameras in manner that is in full compliance with all applicable laws including the Kentucky Family Education Rights and Privacy Act, which in KRS 160.705 prohibits the disclosure of any Education Records as defined in KRS 160.700.
- 1.7** CITY and DISD agree and understand that the depictions and data that is conveyed and/or transmitted from or by each other's security cameras may be considered Education Records under KRS 160.700.
- 1.8** CITY and DISD represent that they and their agents and employees are local officials authorized to receive Education Records pursuant to KRS 160.720 (2)(c) and (d).
- 1.9** CITY and DISD acknowledge and represent that prior consent as contemplated under 34 CFR 99.30 is not required for the disclosure of the depictions and data that will be conveyed and/or transmitted from or by their security cameras due to the provisions of 34 CFR 99.31(a)(5)(i). CITY and DISD further acknowledge that any redisclosures by them of Education Records will fully comply with the provisions of 34 CFR 99.33.
- 1.10** CITY and DISD shall permit each other to have access to the data transmitted by their respective security cameras in the circumstances permitted under the other terms and provisions of this Agreement.

2. Relationship of the CITY and DISD:

- 2.1** By this Agreement, DISD and CITY acknowledge and agree that there does not exist between them the relationship of employer-employee, principal-agent, or master-servant, either expressed or implied.

3 Miscellaneous:

- 3.1** The term of this Agreement will be for one year, commencing on the first day of 2014-2015 school year, and shall automatically renew each year thereafter, until or unless one of the parties exercises the option to terminate the Agreement, by giving the other party written notice of termination. Each party may terminate this Agreement immediately for any reason. Upon termination, each party shall be restored their respective property.
- 3.2** This Agreement may only be modified by the execution of a separate, written

modification agreement, executed by both parties, and appended to this Agreement.

3.3 The parties warrant that they are not engaged in a joint enterprise or a joint venture, and that the benefits and obligations arising under this Agreement are exclusive only to **DISD** and the **CITY** and there are no third-party beneficiaries, intended or unintended, to this Agreement.

4 Counterparts:

This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

5 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

6 Partial Invalidity:

If any portion of this Agreement shall be ruled invalid for any reason, that portion shall be deemed excised herefrom, and the remainder of this Agreement shall continue in full force and effect unaffected by any such invalidity.

7 Approval by the Board of Education:

This Agreement has been approved by **Dayton Independent School Board of Education** at its regular meeting on _____, and such approval is duly noted in the minutes of the Board and the Superintendent is authorized to enter into this Agreement on behalf of the Board.

8 Approval by City Council:

This Agreement has been approved by **Dayton City Council** at its regular monthly meeting on _____, and a City Resolution has been duly passed authorizing the Mayor to enter into this Agreement on behalf of the **CITY**.

9 Default:

In the event either party engages in default of this Agreement or violates this Agreement in any way and the nondefaulting party incurs attorneys' fees to gain compliance with this Agreement, then the defaulting or violating party shall pay all of the costs, expenses and Attorneys' fees of the non-defaulting party.

IN WITNESS WHEREOF the parties have signed their names below on the date noted below.

CITY OF DAYTON KENTUCKY

BY: _____
Name: _____
Title: Mayor
Date: _____

DAYTON INDEPENDENT SCHOOLS DISTRICT

BY: _____
Name: _____
Title: Superintendent
Date: _____