

ADDENDUM TO (SRO) AGREEMENT

THIS ADDENDUM to (SRO) Agreement is made this _____ day of _____, 2013, between the City of York (hereinafter “City”) and the School District of the City of York (hereinafter “District”).

RECITALS:

WHEREAS, by Agreement dated July 1, 2012, District engaged the City to provide police officers of the City of York’s Police Department as School Resource Officers (SRO); and

WHEREAS, police officers in the City of York’s Police Department now use Axon Flex (Axon) devices as part of their police uniform; and

WHEREAS, an Axon device is a small device with video/audio capabilities which can be attached to the uniform worn by the police officer or some other part of his or her person (such as glasses); and

WHEREAS, the City desires that the police officers be permitted to wear the Axon device as part of the SRO’s police uniform while they are performing the services under the Agreement as SROs; and

WHEREAS, the District is willing to allow the Axon device to be used by the SRO under certain terms and restrictions as set forth herein which the City is willing to agree to.

NOW, THEREFORE, intending to be legally bound hereby, the City and the District do hereby agree as follows:

1. Police officers of the City of York who are employed by the City as SROs for the District shall be permitted to use the Axon device as part of their uniform and while they are performing the duties and functions of an SRO. (A police officer who is not an SRO but who, for any reason, is on District property whether or not as part of a criminal investigation shall not be permitted to use the Axon device on District property.)
2. At no time shall the audio component of the Axon device be used and if the audio component of the device can be rendered inoperable, then the component shall be rendered inoperable.
3. If and when an incident occurs that results in the need of the SRO to turn on or activate the video component of the Axon device, then, prior to turning on or activating the video component, the SRO shall audibly announce (to anyone who will or may be videotaped) that he or she is recording video.

4. The video recordings shall be property of the City (police department) subject, however, to use by the District for student disciplinary proceedings/matters.
5. When a recording occurs, all items and individuals in view other than the individuals involved in the incident shall be "blurred out". The review and editing of the recording, for such purposes, shall be performed by the SRO.
6. In the event that the Axon device is not used in accordance with the terms of this Addendum or the terms of this Addendum are otherwise violated, the District shall have the right to prohibit immediately the continued use of the Axon device.
7. Except as specifically amended by this Agreement, the SRO Agreement dated July 1, 2012, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause this Amendment to (SRO) Agreement to be executed as of the date first above written.

Attest:

CITY OF YORK

By: _____
C. Kim Bracey, Mayor

SCHOOL DISTRICT OF THE
CITY OF YORK

By: _____
Margie Orr, Board President