

SECURITY ACCESS AGREEMENT

This SECURITY ACCESS AGREEMENT (this “Agreement”) is made and entered into as of December ____, 2019, by and between the EDMONDS SCHOOL DISTRICT (the “District”), and the EDMONDS POLICE DEPARTMENT (the “EPD” or “Agency”, together with the District, the “Parties”, and each a “Party”).

RECITALS

WHEREAS, the District recognizes the importance of ensuring the safety and security of students and faculty at its schools; and

WHEREAS, the Parkland Commission found that police should have direct access to schools’ live feed video surveillance; and

WHEREAS, the EPD believes that direct access to video surveillance will improve its situational awareness and tactical response to an emergency within the schools of the School District; and

WHEREAS, both the District and the EPD recognize the need to establish a protocol for appropriate access to school surveillance; and

WHEREAS, the District and the EPD desire to enter into this Agreement in order to provide the EPD with access to live school surveillance video when necessary to further the purposes specified herein.

NOW, THEREFORE, BE IT RESOLVED THAT, the District and the EPD agree to the following:

I. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

II. PURPOSE

Pursuant to the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g); 34 CFR Part 99) (“FERPA”), and to the extent the Washington State Public Records Act, RCW Chapter 42.56 (the “Act”), applies to this Agreement, the Washington Supreme Court and the Court of Appeals have found that surveillance footage of students is a public record that is not exempt from disclosure under the Act (see *Lindeman v. Kelso School District No. 458*, 162 Wn.2d 196 (2007) and *Does v. King County*, 192 Wn. App. 10 (2015 Div. 1)).

III. PROTOCOL

a. Access to Surveillance Video

The Parties acknowledge and agree that school surveillance video is generally a confidential record that is not to be disclosed except in accordance with applicable law.

The Parties recognize that they are permitted to share otherwise confidential records with each other for the limited purposes of ensuring student access to appropriate services and for the safety of students, faculty, and others in the event of emergencies. Any and all access by the EPD to the District's surveillance video system (the "System") shall be in furtherance of these purposes.

Access to the System requires a unique account ("Agency Account"), which shall be assigned to each EPD Agency Representative. Login information for any Agency Accounts may not be shared among EPD personnel. Each person who is permitted access to the System must request a unique Agency Account, subject to the provisions of this Agreement and the protocols and procedures set forth herein. Agency Accounts will be requested through the Facilities Department, and must be reviewed/renewed on an annual basis. In the event that an EPD Agency Representative with an Agency Account is terminated, EPD must notify ESD within two days of termination. In the event that an EPD Agency Representative with an Agency Account is placed on leave for more than 30 days, EPD must notify ESD within two days of leave commencing.

b. School Board Duties

The District shall provide each EPD Agency Representative with an Agency Account via surveillance software that shall be determined by the District in consultation with the EPD. Each Agency Account will be limited in access to facilities within EPD jurisdiction; said access will be limited to live view only. The District shall maintain the Agency Accounts to ensure the EPD has access.

Typically, video footage within the System is retained for up to 14 calendar days beyond an incident, before being overwritten. The District shall communicate, collaborate, and coordinate its efforts with the EPD to ensure the safety of its schools. As requested by EPD personnel, the District shall extract and retain video footage, provided they are given ample notice (3 business days) prior to footage being overwritten. The District will evaluate requests for transfer of video to EPD personnel, absent a Court Order, but will use their sole discretion in determining whether requests of this nature will be granted.

The District will provide access to the System, with the understanding that the needs of the district will be prioritized over this work, due to limits in bandwidth and related technologies. EPD will be responsible for their connectivity and bandwidth to the Internet which will affect the speed of video playback. The District reserves the right to limit access to the System, depending on usage and capacity. The District will maintain final approval for any and all access provided.

c. EPD Duties

Authorized Access: As set forth above, any access to the System must be in furtherance of ensuring safety and emergency response of police personnel in the event of an emergency. Any use of the System for other purposes must have prior, written

authorization of the District d. All EPD personnel who are given access to an Agency Account shall be instructed on the purposes for which access is authorized.

Record of Access: The EPD shall maintain a record (the “Record”) which indicates the name of any personnel, individual, or external organization that requests and is allowed access to an Agency Account. At a minimum, the Record shall include the following: (1) Name or User ID of the person who accessed an Agency Account; (2) the date and time at which an Agency Account was accessed; (3) a brief statement indicating the purpose for which an Agency Account was accessed. The Record produced pursuant to this provision shall be provided to the District on a monthly basis or upon request by the District or its authorized designee. This provision shall require the EPD to create the Record in conjunction with each instance of access to an Agency Account. The EPD will maintain this record in digital form, granting real-time access to the District, in order that district staff can retain a degree of accountability.

Retention and Transfer of Video Recordings: Should the EPD determine that a portion of video should be retained, it shall be brought to the attention of the District’s designated personnel, such that Facilities Department staff can extract the recording(s) requested. Retained footage shall not be transferred outside of district systems by any means without the express permission of the District’s designee, or as required by Court Order.

Maintaining Confidentiality: The EPD shall use commercially reasonable efforts to ensure that the confidentiality of school surveillance video is maintained to the greatest extent possible. All district personnel who are granted access to Agency Accounts must abide by the policies and procedures contained in this document to maintain the confidentiality of any and all surveillance video accessed via Agency Accounts. The Police Department will not distribute, share, or provide copies of any school district video to any party except as legally required by the Act, warrant or subpoena.

d. Penalties

The Parties recognize that unauthorized access to the System or disclosure of the confidential materials contained therein will cause irreparable harm to the District. Accordingly, the Parties agree that the District shall have the right to seek immediate termination of System access granted to any EPD personnel who is discovered to have accessed an Agency Account for an unauthorized purpose.

IV. INDEMNITY

To the extent permitted by Washington law, the EPD agrees to indemnify, defend, and hold harmless the District, its officers, staff, employees and agents, against any and all claims, suits, damages, and causes of action arising out of the EPD’s use of the System and Agency Accounts pursuant to this Agreement, including but not limited to, access of any Agency Accounts by EPD personnel for reasons not authorized under this Agreement.

V. NOTICE

All notices required by this Agreement, unless otherwise provided herein, by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Edmonds School District

Attn: Superintendent
Edmonds School District
20420 68th Avenue W
Lynnwood, WA 98036

Edmonds Police Department

Attn: Chief of Police
Edmonds Police Department
250 Fifth Avenue N
Edmonds, WA 98020

VI. COMPLIANCE WITH APPLICABLE LAWS

It is the intent of the Parties that this Agreement will comply with all applicable laws and regulations that might pertain to it. Should the validity of this Agreement be challenged at any point by a relevant authority, the Parties may engage in a declaratory action to seek guidance from the Courts on this issue. The Parties shall be bound by the Court's decision in a declaratory action brought by either Party pursuant to this section.

VII. SEVERABILITY

The Parties recognize and agree that should any clause(s) herein be held invalid by a court of competent jurisdiction, the remaining clauses shall not be affected and shall remain in full force and effect.

VIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.

IX. WAIVER

A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of any requirement provided for by this Agreement does not relieve the EPD of the obligations contained in the indemnification provision of this Agreement.

X. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

XI. ENTIRE AGREEMENT

