

SECURITY ACCESS AGREEMENT

This SECURITY ACCESS AGREEMENT (this “Agreement”) is made and entered into as of May 13, 2025 by and between the EDMONDS SCHOOL DISTRICT (the “District”), and the LYNNWOOD POLICE DEPARTMENT (the “LPD” or “Agency”, together with the “District”, the “Parties”, and each a “Party”).

RECITALS

WHEREAS, the Edmonds School 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 LPD believes that direct access to video surveillance will improve its situational awareness and tactical response to an emergency within the schools and facilities of the School District in which the School District has active video surveillance equipment; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT, the Edmonds School District and the LPD 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. Any and all access by the LPD 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 an LPD Agency Representative. Login information for the Agency Account may be shared with LPD personnel at the discretion of the Agency Representative. The System may be accessed remotely by LPD personnel via software approved by the District. Any person who is permitted access to the Agency Account shall be subject to the provisions of this Agreement and the protocols and procedures set forth herein.

b. District Duties

Authorized district staff shall provide the LPD Agency Representative with an Agency Account via surveillance software that shall be determined by the District in consultation with the LPD. The District shall maintain the Agency Account to ensure the LPD has access. The District shall communicate, collaborate, and coordinate its efforts with the LPD to ensure the safety of its schools.

c. LPD 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. Any use of the System for other purposes without the express written authorization of the District is specifically prohibited. All LPD personnel who are given access to the Agency Account shall be instructed on the purposes for which access is authorized.

Record of Access: The LPD shall maintain a record (the "Record") which indicates the name of any personnel, individual, or external organization that requests and is allowed access to the Agency Account. At a minimum, the Record shall include the following: (1) Name or User ID of the person who accessed the Agency Account; (2) the date and time at which the Agency Account was accessed; (3) a brief statement indicating the purpose for which the Agency Account was accessed. The Record produced pursuant to this provision shall be provided to the District on a semi-annual basis or upon request by the District or its authorized designee. This provision shall not be construed so as to require the LPD to create the Record prior to, or in conjunction with, each instance of access to the Agency Account, but shall require the LPD to produce a complete copy of the Record semi-annually or upon request by the District, as set forth above.

Maintaining Confidentiality: The LPD shall take reasonable efforts to ensure that the confidentiality of school surveillance video is maintained to the greatest extent possible. All Agency personnel who are granted access to the Agency Account must abide by the policies and procedures set forth by the LPD to maintain the confidentiality of any and all surveillance video accessed via the Agency Account. 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, Washington State or Federal Law, 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 LPD personnel who is discovered to have accessed the Agency Account for an unauthorized purpose.

IV. TERM

The initial term of this Agreement (the “Initial Term”) shall commence on May 13, 2025 and shall continue through June 30, 2026, with the intent it will automatically renew every twelve (12) months thereafter for a total of no more than five (5) years, expiring no later than June 30, 2030 (the “Expiration Date”). This Agreement may be earlier terminated by either party by providing the other party with written notice of its intent to terminate at least thirty (30) days prior to the end of any such 12-month period. In the event either party gives the other party written notice of its intent to terminate, this Agreement shall expire on the last day of such thirty (30) days period.

V. INDEMNITY

To the extent permitted by Washington law, the LPD 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 LPD’s use of the System and Agency Account pursuant to this Agreement, including but not limited to, access of the Agency Account by LPD personnel for reasons not authorized under this Agreement.

VI. 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

Lynnwood Police Department

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

Attn: Chief of Police
Lynnwood Police Department
19321 44th Ave W.
Lynnwood, WA 98036

VII. 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.

VIII. 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.

IX. COUNTERPARTS

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

X. 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 LPD of the obligations contained in the indemnification provision of this Agreement.

XI. CAPTIONS

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

XII. ENTIRE AGREEMENT

The Parties hereto agree that this Agreement supersedes any and all prior agreements and/or assurances, whether oral or in writing.

XIII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Washington. Any dispute arising hereunder is subject to the laws of Washington, venue in Snohomish County, Washington. The prevailing Party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

Signature pages follow:

