CITY

WSP Contract No. C110278GSC
Amendment 1

WASHINGTON STATE PATROL
CONTRACT AMENDMENT

The above-referenced Contract between the Washington State Patrol and the Everett Police Department is hereby amended as follows:

a. In accordance with Section 11, the period of performance of this Contract is extended until terminated sooner as provided in the Agreement.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

for John R. Batiste, Chief

8/13/15
Date

EVERETT POLICE DEPARTMENT

#291
Signature

7-8-15
Date

AGREED:

CITY OF EVERETT, WASHINGTON

By: Ray Stephanson

Ray Stephanson, Mayor

Date: 7/30/2015

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 7/30/2015

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 7/29/15

Amendment

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#9

PROJECT TITLE:
Contract Amendment #1 to the SECTOR Service Level Agreement with the Washington State Patrol

____	Briefing
____	Proposed Action
____	Consent
X	Action
____	First Reading
____	Second Reading
____	Third Reading
____	Public Hearing
____	Budget Advisory

COUNCIL BILL #	
Originating Department	Police
Contact Person	Dan Templeman
Phone Number	425-257-8493
FOR AGENDA OF	7/22/15

Initialed by:
Department Head ____
CAA db
Council President DA

Location	Preceding Action	Attachments	Department(s) Approval
	SECTOR Service Level Agreement 04-2010	SECTOR Service Level Agreement – Amendment #1	Police

Amount Budgeted	-0-	Account Number:
Expenditure Required	-0-	Account Number:
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The Washington State Patrol (WSP) manages the Statewide Electronic Collision and Ticket Online Reporting (SECTOR) system. This system enables officers to electronically complete and submit tickets and collision reports on-line from their patrol cars.

In November, 2010 the Everett Police Department entered into an agreement with the WSP to use the system. This amendment extends the agreement until terminated by either party.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Contract Amendment #1 to the SECTOR Service Level Agreement with the Washington State Patrol.

Council approved 7/22/15 FM

COPY
COPY

SECTOR Service Level Agreement
Between
Everett Police Department
And
Washington State Patrol

1. **Purpose.** This Service Level Agreement (Agreement) is between the Washington State Patrol (WSP) and the Everett Police Department (a General authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington; or an Office of a Prosecuting Attorney as defined in Chapter 36.27 of the Revised Code of Washington), referred to hereafter as the Agency. This Agreement defines roles and expectations in regard to the Statewide Electronic Collision and Ticket Online Records (SECTOR) processes including a method for resolving technical issues.

2. **Description of SECTOR.** SECTOR has three primary parts:
   - SECTOR Client is the application that operates on a vehicle computer or device, or a collision reviewer's workstation. SECTOR Client software will be used to create and transmit electronic collision reports, notice of infractions (NOI), and notice of criminal citations (NOCC).
   - SECTOR BackOffice is the application and database at WSP that accepts collision reports, NOIs and NOCCs. The SECTOR BackOffice application coordinates updates to the SECTOR Client software
   - The third part is all applications that receive and process collision, NOI and NOCC data as collected either through SECTOR or on paper forms. These applications are under the control of a governing organization with representatives from the Washington Traffic Safety Commission (WTSC), WSP, the Administrative Office of the Courts (AOC), the Washington State Department of Transportation (WSDOT), and the Department of Licensing (DOL). This group is known as the SECTOR Governance Committee.

3. **Agency Responsibilities.** The Agency certifies that it operates computers to create or review vehicle collision reports and/or NOIs and/or NOCCs pursuant to federal, state, and local requirements using SECTOR Client. Under this Agreement the responsibilities of the Agency are:

   a. The Agency shall designate a Local SECTOR Administrator as the primary contact for SECTOR and who will receive SECTOR Administrator training. The Local SECTOR administrator shall:
      - Administer user accounts for Agency personnel;
      - Accept modifications to the SECTOR Client;
      - Document and submit recommendations for modification of SECTOR via the change request process;
      - Manage the connection(s) needed to move data between SECTOR Client to SECTOR BackOffice applications;
      - Provide support for Agency users and reviewers;

- Update required Agency processes with the parameters of SECTOR.
- Contact WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.

b. Agency support staff will install SECTOR Client software on Agency-owned equipment. The Agency will not share the SECTOR Client with others.

c. The Agency acknowledges Appendix A, Statement on Collision Records Data. The Agency certifies that if it operates electronic equipment to create vehicle collision reports pursuant to federal, state and local requirements it will not disclose collision data except in compliance with federal and state law.

d. The Agency will adhere to the SECTOR application standards for the computing environment as published by WSP. The Agency will make its electronic collision, NOI and NOCC reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency SECTOR equipment maintains current virus checking software. If the Agency SECTOR equipment becomes infected, the Agency will take all necessary steps to remove the virus and assure the virus is not transmitted to the SECTOR server located at and maintained by WSP.

e. Agency users and reviewers will transfer collisions, NOIs, and NOCCs regularly and promptly. All Agency users and reviewers will adhere to training program detailed in Appendix B, SECTOR Governance Committee Training Policies.

f. The Agency will be responsible for all required hardware and software purchases for the Agency use of the SECTOR Client application and the transmittal of collision reports, NOIs, and NOCCs to WSP, including Agency personnel, operating, maintenance, and data transmission costs. Any costs associated with the Agency interfacing with SECTOR BackOffice will be the responsibility of the Agency.

g. If the Agency is an Office of a Prosecuting Attorney, Agency users will not utilize the SECTOR client to create collision reports.

4. **WSP Responsibilities.** WSP provides support for SECTOR Client and SECTOR BackOffice computing environment. Under this Agreement the responsibilities of WSP are:

a. WSP will provide SECTOR Client software to the Agency at no charge. Maintenance of the SECTOR Client application is provided by WSP, including maintaining compliance with the business rules, data formats, and standardized collision report forms. WSP will provide the Web uniform resource locator (URL) address for connection to the SECTOR BackOffice application and security information to the Local SECTOR Administrator to assure client connectivity. WSP will provide a secure environment for collision, NOI, and NOCC data; and retain this data according to federal and state laws and regulations. WSP will also provide to the Agency any evasive action required to protect the SECTOR computing environment from significant risk.

b. WSP will create Local SECTOR Administrator Account; train the Local SECTOR Administrator; and assist the Local SECTOR Administrator in administration of agency accounts.

c. WSP will provide a change request/control process; coordinate change requests describing issues or enhancements through the SECTOR Governance Committee; provide notification of application modifications; transmit NOIs and NOCCs to AOC; and transmit collision reports to DOT and DOL.

d. WSP reserves the right to review and approve Agency equipment security measures; and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP. This includes validation of current virus checking software packages.

e. WSP will support SECTOR Governance Committee sanctioned training.

f. WSP Information Technology Division Customer Services will provide first level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the SECTOR application. This support is limited to resolutions for routine questions on the SECTOR Client application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by WSP will be moved to a higher level of support within WSP; this higher level of support is provided during regular business hours, Monday through Friday.

5. **Project Contacts.** WSP and Agency points of contact for this Agreement are identified in Appendix C, Project Contacts.

6. **Changes and Modifications.** Except for changes to the points of contact information contained in Appendix C, changes in this Agreement are not in effect unless agreed upon by both WSP and the Agency. However, the Agency agrees to comply with changes in data formats, report forms and other business rules as required by WSP. The Agency will be notified when any changes or updates to these requirements occur. The revising party shall notify the other party of any changes to Appendix C within five (5) business days of the change taking affect.

7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

8. **WSP Staffing.** WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.

9. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

10. **Period of Performance.** This Agreement becomes effective on the date of the last signature and continues until June 30, 2015, or until termination as provided herein.

11. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement by giving ninety (90) calendar days written notification of termination to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

12. **Disputes.** In the event that a dispute arises under this agreement, it shall be determined in the following manner. The Chief of the WSP shall appoint one member to the Dispute Board. The Agency shall appoint one member to the Dispute Board. The Chief of the WSP and the Agency shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

13. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: applicable federal and state statutes and regulations; the terms and conditions contained in this Agreement; any other provisions of the Agreement, whether incorporated by reference or otherwise.

14. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

The parties signing below warrant that they have read and understand this Agreement; and have the authority to enter into this Agreement.

STATE OF WASHINGTON WASHINGTON STATE PATROL	EVERETT POLICE DEPARTMENT
9/2/10	8/31/10
Signature Date	Signature Date
Jeff Hugdahl, Contracts Manager	
Printed Name and Title	Printed Name and Title

APPROVED BY THE OFFICE OF THE ATTORNEY GENERAL 4/27/2010

Appendices:
Appendix A - Statement on Collision Records Data
Appendix B - SECTOR Governance Committee Training Policies
Appendix B - Project Contacts

APPENDIX A

Statement on Collision Records Data

In 1938 Washington State law (currently RCW 46.52.060) authorized the Washington State Patrol (WSP) to file, tabulate and analyze collision reports; and to produce certain statistical information about collisions. For the next thirty years WSP maintained a largely manual system for filing collision reports generated over approximately five-year periods. WSP also produced some limited statistical collision data, primarily fatality and accident rate summaries, using paper punch card technology. Analysis of collision data for highway safety purposes was not possible because Washington State did not have a uniform collision report; data on collision reports was primitive and inconsistent; collision reports were not coded by precise roadway location; and no computerized database system existed.

In 1966 and 1973 the federal government enacted laws requiring states to create computerized collision databases in order to analyze the need for highway safety improvements; and to participate in federal programs to fund those improvements. These federal laws and their associated funding provided for states to adopt uniform collision reports containing detailed highway safety coding; and provided that information from these reports would be maintained in a computerized collision database with precise location coding of all collisions. These laws were implemented jointly by WSP and the Washington State Department of Transportation (WSDOT). Beginning in approximately 1970 WSP collected collision reports and entered the raw data into a computer. The data was then transferred to WSDOT for the creation of the collision database required under federal law. WSP maintained copies of individual collision records as well as its database, while WSDOT maintained their own collision database.

The WSP and WSDOT systems for filing individual collision reports, the entry of raw data into a computer, and the creation of the collision database remained unchanged until 1996. By this time the original WSP computer system used for data entry and storage and retrieval of collision records had become obsolete. An attempt to convert to an optical character recognition system was not successful. After an extensive discussion between WSP, WSDOT and the Washington State Office of Financial Management, the agencies concluded that functions related to the maintenance of copies of collision reports and computer input of raw collision report data could be most efficiently performed by WSDOT in conjunction with its already existing collision database function. Beginning in 2002, WSDOT not only created the collision database required by federal law but also, pursuant to an interagency agreement with WSP, began entering all raw collision data into WSDOT's computer. Pursuant to this interagency agreement, WSDOT also began work to develop an electronic imaging system to store and retrieve copies of individual collision reports. This imaging system was implemented in May 2003.

The current system for filing paper collision reports and creating the collision database will remain in effect until WSP, WSDOT and separate law enforcement agencies enter into a SECTOR Service Level Agreement to allow Agencies to file collision reports and transmit collision report data electronically to WSDOT. The Statewide Electronic Collision and Ticket Online Records (SECTOR) application was developed through a collaborative partnership that includes WSP, WSDOT, the Administrative Office of the Courts, the Department of Licensing, and local law enforcement agencies. SECTOR enables law enforcement officers to create electronic collision reports and other forms in

the field, pursuant to federal, state and local requirements. This data is then transferred to a central database where it is available for review, analysis and reporting by law enforcement agencies.

The Department of Licensing is an agency of the State of Washington authorized by law (RCW 46.52.030) to receive full access to collision reports for purposes of maintaining case records under RCW 46.52.120; for supplying abstracts of driving records under RCW 46.52.130; and to administer financial responsibility requirements when drivers are involved in traffic collisions under chapter 46.29 RCW. To perform these functions, they must review collision reports that are filed by law enforcement agencies and citizens.

Federal law prohibits data compiled or collected for purposes of complying with federal highway safety laws from being used in any action for damages arising from any occurrence at a location mentioned in the data (*Pierce County v. Guillen*, 537 U.S. 129 (2003). Accordingly, collision data may not be disclosed unless a requestor acknowledges that the data will not be used in any action for damages arising from any occurrence at a location mentioned in the report.

APPENDIX B

SECTOR Governance Committee Training Policies

Training Requirements

1. Every Agency that elects to use SECTOR must designate one person (up to three) to attend a Governance Team sponsored SECTOR Training Course. This ensures that each Agency using SECTOR will have at least one individual who has received training through the Governance Team sponsored SECTOR Training Course. An Agency may send more than three officers/deputies to Governance Team sponsored SECTOR Training Course when additional seats are available.

2. Individuals who have attended the Governance Team sponsored SECTOR Training Course should assume responsibility for training other users within their Agency.

3. Training courses conducted within an Agency must be coordinated with the SECTOR Training Coordinator.

Training Recommendations

1. Individuals conducting training within their Agency should be proficient with the SECTOR application prior to training additional users by using SECTOR for at least 90 days prior to conducting training. Agencies can request assistance from WSP or other agencies for training.

2. Agencies must designate a SECTOR point-of-contact through whom all SECTOR support questions will come to the WSP help desk. This point-of-contact will most often be the Agency's designated Local SECTOR Administrator. For urgent SECTOR issues or questions during non-standard work hours SECTOR users may contact the WSP Information Technology Division Customer Services.

3. Each Agency SECTOR User should receive training with the current version of the course materials and according to established course standards. These include:
   a. Course manuals & exercises
   b. Training materials
   c. Suggested course duration (2 days)
   d. SECTOR Training evaluation form (optional)

4. Individuals who have attended a Governance Team sponsored SECTOR Training Course and are experienced in the use of SECTOR are encouraged to serve as trainers in future Governance Team sponsored SECTOR Training Courses or with other agencies.

5. Recommendations for improvements to SECTOR should be directed to the Agency's Local SECTOR Administrator. The Local SECTOR Administrator sends recommendations/ feedback to WSP.

APPENDIX C

Project Contacts

1. For WSP:

   Technical issues and change requests:

   Information Technology Division Customer Services Group
   Telephone: (360) 705-5999
   E-mail: ITDCustomerServicesGroup@wsp.wa.gov or ITDHelp@wsp.wa.gov

   Service Level Agreement issues:

   Ms. Pat Ramsdell
   Information Technology Division
   Washington State Patrol
   Street Address: 403 Cleveland Avenue, Suite C, Tumwater WA 98501
   Mailing Address: PO Box 42622, Olympia WA 98504-2622
   Telephone: (360) 705-5170
   E-mail: pat.ramsdell@wsp.wa.gov

2. For the Agency:

   Technical issues and change requests:

   Jerry Diedrichs, IT Manager

   (425) 257-8683

   jdiedrichs@ci.everett.wa.us

   Service Level Agreement issues:

   Captain Dan Templeman

   (425) 257-8493

   dtempleman@ci.everett.wa.us