

5. A motion to accept as complete Contract No. 08-02, Sidewalks 2008.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 06/24/08

ACTION REQUESTED:

Accept the Sidewalks 2008 contract as complete.

BACKGROUND:

The scope of contract 08-02, Sidewalks 2008, included the repair of sidewalk tripping hazards by grinding raised panel edges and replacing certain panels where grinding was not appropriate. This was the City's annual sidewalk repair project that typically focuses on one hill each year. This year's project was the second of a three year effort on College Hill and extended from Campus Street on the south to Stadium Way on the north and B Street on the east. The contractor for this project was Ace Elliott Land and all work has now been completed in substantial conformance with the contract documents. The final contract amount was \$50,948.50, compared to the bid amount of \$50,180.00. A copy of the Final Estimate of Work Completed is attached for reference. Funding for this project was from the Street Budget.

RECOMMENDATION:

By motion, accept contract 08-02, Sidewalks 2008, as complete.

FISCAL IMPACT:

	\$50,948.50
	105.4300.595.61.63.00
	BARS Code Number

SUBMITTED BY:

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

Name Mark Workman
 Title Public Works Director
 Dept. Public Works

1. Final Estimate of Work Completed

REVIEWED BY:

	Initial	Date
Department Head	<u>mw</u>	<u>6/14/08</u>
City Supervisor	<u>JSD</u>	<u>6/20/08</u>
City Attorney (As to Form)	<u>Maj</u>	<u>6-16-08</u>

**CITY OF PULLMAN
SIDEWALKS 2008**

Contract Title:
Contract No.:
Contractor:

Sidewalks 2008
08-02
Ace Elliott Land

Progress Payment No.: 3
Month of: June, 2008
P.O. No.: pw-81321

Item No.	Bid Item	Estimated Quantity	Unit Price	Amount	Total Units to Date	Total Amount to Date
1	Sawcut Sidewalk	155 L.F.	12.00	\$ 1,860.00	288.00	\$ 3,456.00
2	Remove Sidewalk	403 S.Y.	40.00	16,120.00	398.20	15,928.00
3	Portland Cement Concrete Sidewalk 4" Thick	291 S.Y.	70.00	20,370.00	285.70	19,999.00
4	Portland Cement Concrete Sidewalk 5 1/2" Thick	112 S.Y.	80.00	8,960.00	112.50	9,000.00
5	Remove and Replace PCC Curb or Curb and Gutter	20 L.F.	68.00	1,360.00	20.00	1,360.00
6	3" Class 1/2" HMA Patch	2 S.Y.	125.00	250.00	2.00	250.00
7	Traffic Control Labor	30 Hours	42.00	1,260.00	22.75	955.50
PREVIOUS PAYMENTS:				SUMMARY:		
1		7		Total Work to Date		\$ 50,948.50
2		8		Less Retainage (5%)		
3		9		Sales Tax 0.0%		-
4		10		Due to Date		50,948.50
5		11		Less Previous Payments		48,401.08
6		12		Amount Due This Payment		\$ 2,547.42
Total Previous Payments: \$ 48,401.08				BARS Code 105-4300-595.61.63.00		

Checked: _____ Date: _____
Inspector

Approved: Mark [Signature] Date: 5/28/08
Engineer

Approved: Dee C. [Signature] Date: 5/30/08
Contractor

6. A motion to authorize a Washington State Patrol and Washington State Department of Transportation Electronic Collision Reports and Electronic Collision Records user's agreement.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 24, 2008

ACTION REQUESTED

The City Council authorize, by motion, necessary action to be taken for the Washington State Patrol and Washington State Department of Transportation Electronic Collision Reports and Electronic Collision Records user's agreement.

BACKGROUND

Refer to attached memorandum from Chief Weatherly.

RECOMMENDATION

The City Council authorize, by motion, necessary action to be taken for the Washington State Patrol and Washington State Department of Transportation Electronic Collision Reports and Electronic Collision Records user's agreement.

FISCAL IMPACT

Statewide Electronic Collision and Ticket Online Records (SECTOR) software and upgrades are furnished at no cost. Three Scanners and printers will be furnished without cost. Nine (9) additional scanners and printers will be purchased through budgeted approval or through grants (and there is future grant potential for this equipment). Current cost of each scanner and printer is estimated to be \$550. See attached memorandum for details.

\$ _____ BARS Code Number _____

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

William T. Weatherly Jr.
Name

1. Copy of a Memorandum from Chief Weatherly
2. User's Agreement

Chief of Police
Title

Police
Department

REVIEWED BY

	Initial	Date
Department Head	<i>WJW</i>	<u>6-12-08</u>
City Supervisor	<i>JED</i>	<u>6-20-08</u>
City Attorney (As To Form)	<i>mej</i>	<u>6-12-08</u>



CITY OF PULLMAN

Police Department

260 S.E. Kamiaken, Pullman, WA 99163
Police Business (509) 334-0802 Police Fax (509) 332-0829
<http://www.pullman-wa.gov/departments/police>

MEMORANDUM

Date: June 12, 2008

To: Mayor Johnson
City Council

From: William T Weatherly Jr.
Chief of Police

RE: Statewide Electronic Collision and Ticket Online Records (SECTOR)

In the 2008-2012 Police Department Long Range Plan, Goal II is "Utilize technology/special equipment when practical". Objective B of that goal states:

Research the feasibility of a hardware and software system for notices of infractions and citations. If possible include traffic warnings. (In the meantime penmanship of officers needs to be improved so support personnel can read the block printing/writing).

The current status of the objective that states:

In 2003 the Information Services Specialist contacted ETEC (vendor for the parking infraction equipment). According to the vendor the bottleneck in the State of Washington for this technology is the Administrator of the Courts and the Washington State Patrol. This technology requires fundamental legal changes on their part. Because the State has not moved forward on this issue, the objective was not accomplished in 2004.

In March 2005 the Director of the Washington Traffic Safety Commission announced that the center piece of the Traffic Records Strategic plan was an Electronic Traffic Information Processing (eTRIP) initiative. The three primary objectives are:

- *Support efforts to provide law enforcement officers efficient methods to electronically capture ticket data, collision report data and other data in the field.*
- *Develop a statewide data exchange network to allow this information to be transmitted electronically to users.*
- *Prepare agency systems and repositories to receive electronic traffic data.*

The department is currently awaiting results of the State's beta testing.

On June 5, 2008 Joan Smith, Program Coordinator for Statewide Electronic Collision and Ticket Online Records (SECTOR), through the Washington Association of Sheriffs and Police Chiefs (WASPC), gave a presentation on SECTOR to members of the Pullman Police Department. In attendance were myself, Police Operations Commander Tennant, Support Services Manager Reavis and Information Systems Specialist Cork.

We learned that the State has completed the development and testing of SECTOR. The system provides the capability of an officer, utilizing a laptop computer in a patrol vehicle to scan driver's licenses, and using the SECTOR software use drop down menus to prepare traffic collision reports and issue tickets. The agencies that have used SECTOR state that the software enables an officer to complete the infraction in three minutes. At present officers using paper systems take 12 to 15 minutes. Vehicle collision report information is also much faster. If a ticket is issued the in car printer provides a thermal copy (similar to our parking enforcement hardware). Errors are significantly reduced. The officer uses a secure internet source to electronically forward the information to the Court, Department of Licensing and Department of Transportation (collision reports). The officer can print driver exchange information from the vehicle and provide information to the drivers at the scene of the vehicle collision.

Ms. Smith indicated that if the City of Pullman participates that we would be given three scanners and three thermal printers at no cost. If we want more then the cost is estimated to be around \$550 for a scanner and printer. Software would be furnished and upgrades would be at the expense of the State. No server would be needed because the information is stored on a server housed by Washington State Patrol. The officers and records could retrieve information from that system. I have attached to this memorandum a sheet showing how the system works.

Several days after the meeting with Ms. Smith I met with Police Operations Commander Tennant, Support Services Manager Reavis and Information Systems Specialist Jerry Cork. Jerry Cork had done some research on the system and our capability. After discussion the staff agreed that proceeding with an assessment survey, obtaining the software and obtaining the free scanner and printers was worthwhile.

A SECTOR assessment survey of the Pullman Police Department has been forwarded to WASPC. The plan is to use a computer in the police department holding facility, utilizing a scanner, to issue citations to persons arrested, processed and released and to

have a computer, scanner and thermal printer in each marked police vehicle. The sergeant's vehicle has a laptop capable of using a scanner and printer. There are other lap tops in the department that can be used, although they are not compatible for rugged use in a police vehicle. There are a total of 11 vehicles that should have the hardware (computer, scanner and printer) installed and one scanner in the holding facility (using an existing workstation and printer). Currently we are awaiting a decision on a grant that would provide the computers that are compatible for rugged police vehicle use. In essence, in the future, 10 scanners and 9 printers are needed to have full capability for SECTOR and either grant funding or funds through the general fund budget process will be the revenue source.

Using SECTOR will eliminate the need to purchase a large number of books of citations/infractions. A few books would be necessary in case of temporary network failures. Thus a cost savings will occur in that regard. Information would be forwarded electronically to courts, Washington State Patrol, Department of Licensing and Department of Transportation. The savings in staff time and other costs of distribution will be realized. Officer time in handling traffic offenses and vehicle collision reporting will be dramatically reduced. Error rates will be substantially reduced. I have been advised that city code Violations can be placed in the software and the equipment used for things such as nuisance trash enforcement, drinking in public and other city code violations.

The prosecuting attorney and district court have to be trained in the use of SECTOR by WASPC and contacts with those agencies are underway. The agreement merely opens the avenue to proceed.

I recommend City Council authorize necessary action to be taken to approve the Washington State Patrol and Washington State Department of Transportation Electronic Collision Reports and Electronic Collision Records user's agreement.

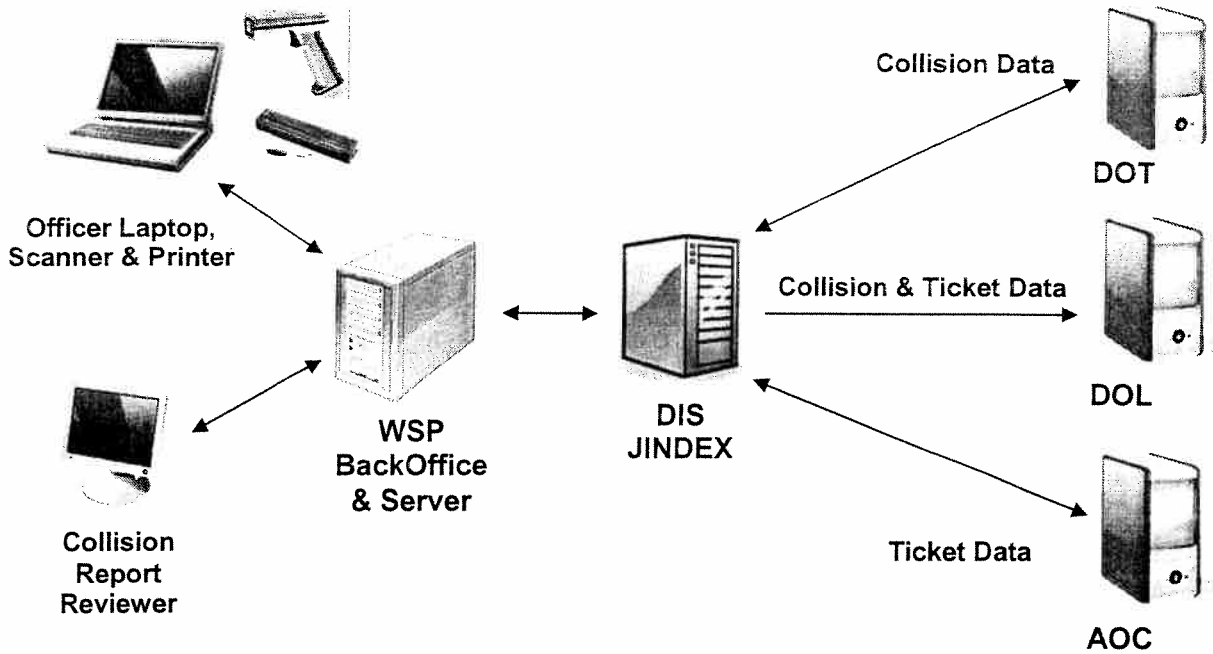


SECTOR

Statewide Electronic Collision & Ticket Online Records Implementation Procedure

Background

- SECTOR is a program that automates the collision and traffic ticket reporting process for a law enforcement officer (LEO). The program is installed on a laptop and either transmits immediately through wireless connection or later at the office.
- Tickets are transmitted to the Department of Licensing (DOL) and Administrative Office of the Courts (AOC); after local review, collision reports are transmitted to DOL, AOC, and the Department of Transportation (DOT). The ticket and collision data are transmitted to a server and the BackOffice program at the Washington State Patrol (WSP) then forwarded to DOL, AOC, and DOT via the Justice Information Data Exchange (JINDEX), an integration platform maintained by the Washington State Department of Information Services (DIS).
- The SECTOR program is provided to a local law enforcement agency (LLEA) at no cost; however, the LLEA must provide the laptop, barcode scanner, printer, and network connection.



**WASHINGTON STATE PATROL/
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ELECTRONIC COLLISION REPORTS & ELECTRONIC COLLISION RECORDS
USER'S AGREEMENT**

This AGREEMENT is entered into between the Washington State Patrol (hereinafter "WSP"), the Washington State Department of Transportation (hereinafter "WSDOT"), both agencies of the State of Washington, and Pullman Police Department, a municipal law enforcement agency {insert type of organization} (hereinafter "the User").

RECITALS

- A.** In 1938, state law (currently RCW 46.52.060) authorized the WSP to file, tabulate and analyze collision reports and produce certain statistical information about collisions. For the next thirty years, the WSP maintained a largely manual system for filing collision reports generated over approximately five-year periods. The 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 the 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.
- B.** In 1966 and 1973, the federal Congress enacted laws requiring states to create computerized collision databases in order to analyze the need for highway safety improvements and participate in federal programs to fund those improvements. The federal laws, and 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 by WSP and WSDOT jointly. Beginning in approximately 1970, the WSP collected collision reports and entered the raw data into a computer. The data was then transferred to WSDOT for creation of the collision database required under federal law. The WSP maintained copies of individual collision records as well as its database, while WSDOT maintained their own collision database.
- C.** The WSP and WSDOT systems for filing individual collision reports, entry of raw data into a computer, and 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 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. In addition, pursuant to this same interagency agreement, WSDOT began work to develop an electronic imaging system to store and retrieve copies of individual collision reports. This imaging system was implemented in May of 2003.
- D.** The current system for filing paper collision reports and creating the collision database as to this User will remain in effect until WSP, WSDOT and the User approve this Agreement establishing the new electronic system to file collision reports and transmit collision report data to WSDOT. The Statewide Electronic Collision and Ticket Online Records (SECTOR) software was developed through a collaborative partnership that includes the WSP, WSDOT, Administrative Office of the Courts, Department of Licensing, and local law enforcement agencies. SECTOR enables 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 the local law enforcement agency.
- E.** 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, supplying abstracts of driving records under RCW 46.52.130, and to administer the 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.

F. The procedures established in this Agreement are intended to satisfy federal law (23 U.S.C. § 409) which provides that information from the collision database created pursuant to federal highway safety laws not be available for use in damage litigation against transportation authorities. However, under this Agreement individual collision reports are available to all who satisfy requirements of state law for access to such reports and collision database information is available to all who request such data except for those who request it for purposes which violate the federal restriction on the availability of this data for use in litigation against transportation authorities. In *Pierce County v. Guillen*, 537 U.S. 129, 123 S. Ct. 720, 154 L. Ed. 2d 610 (2003), the United States Supreme Court upheld the constitutionality of the federal statute as a proper exercise of federal commerce clause power to act to prevent state tort liability from interfering with federal efforts to improve highway safety. The Federal Highway Administration subsequently required state compliance with 23 U.S.C. § 409 as a mandatory condition for state participation in the federal highway program.

G. The User under this Agreement is a general authority law enforcement agency within the State of Washington and a criminal justice agency as defined in RCW 10.97.

H. The User, WSP, and WSDOT are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW.

AGREEMENT

NOW THEREFORE, in light of the foregoing understandings and conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

SECTION 1 - PURPOSE

The purpose of this Agreement is to provide the User, the ability to submit traffic collision reports electronically to WSDOT and the Washington Department of Licensing, and to protect the confidentiality of such reports as required by law.

SECTION 2 – DEFINITIONS AND ACRONYMS

"AOC" shall mean the Washington Administrative Office of the Courts.

"DIS" shall mean the Washington Department of Information Services.

"DOL" shall mean the Washington State Department of Licensing.

"IGN" shall mean the Washington Intergovernmental Network.

"JINDEX" shall mean the Washington Justice Information Data Exchange.

"SECTOR" shall mean the Washington Statewide Electronic Collision and Ticket Online Records application.

"SGN" shall mean the Washington State Governmental Network.

"User Contact" shall mean the User employee assigned to be the primary contact for the User in matters relating to electronic collision reporting under this Agreement.

"WSDOT" shall mean the Washington State Department of Transportation

"WSP" shall mean the Washington State Patrol.

"WSP SECTOR System Administrator" shall mean the WSP employee designated to be the primary system support contact for users under this Agreement.

SECTION 3 - RESPONSIBILITIES

3.1 User Requirements. The User hereby certifies that it operates electronic equipment to create vehicle collision reports pursuant to federal, state and local requirements.

3.2 Submission and Distribution of Collision Report Data. Upon performing a review and/or approval of the collision reports to ensure that they have been accurately completed by the investigating officer, the User will submit the collision reports and related information electronically to the JINDEX (Justice Information Data Exchange). The JINDEX will distribute the electronic records to the authorized agencies for analysis and reporting purposes. These agencies include, but are not limited to, WSP, WSDOT and DOL.

3.3 Reporting Requirements. The User will submit to WSDOT collision data that is compliant with the state's business rules and data format and in the standardized collision report form approved by the Chief of the Washington State Patrol. This information is available at <http://www.trafficrecords.wa.gov/etrip.htm>.

3.4 Modifications to Reporting Requirements. Because business rules, data format, report forms and other items may change in the future, the User agrees to comply with any such changes. WSDOT and WSP will endeavor to not make changes to these items any more frequently than once each quarter per calendar year. These items are described in the document "Hardware and Software Requirements for Submitting Electronic Collision Reports", available at <http://www.trafficrecords.wa.gov/etrip.htm>. Changes or updates to these requirements will be set forth at this same web address. In addition, the User will be notified when any changes or updates to these requirements occur.

3.5 Laws. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures regarding the reporting and dissemination of collision reports and record information.

3.6 Electronic Submittal Authorization. The WSP and DIS, through the Washington Intergovernmental Network (IGN), the State Governmental Network (SGN), or the Internet, and JINDEX, will furnish the User with the capability to submit collision reports electronically to WSDOT and DOL.

3.7 SECTOR Software.

3.7.1 The User will use either the SECTOR software or other User-supplied software to create and transmit electronic collision reports. If the User desires, SECTOR software will be provided to the User at no charge to the User.

3.7.2 Alternative Software. If the User desires to use electronic collision reporting software other than SECTOR, the software must maintain compliance with the business rules and data format and the standardized collision report form approved by the Chief of the Washington State Patrol, and must be approved by the WSP and WSDOT.

3.8 Equipment. Equipment, including computers and associated software, bar code scanners, printers, servers and server certificates, including purchase and maintenance, are the responsibility of the User. For further information on these items, please refer to the document "Hardware and Software Requirements for Submitting Electronic Collision Reports" at <http://www.trafficrecords.wa.gov/etrip.htm>.

3.9 Servers.

3.9.1 At its option, the User shall use one of the following servers to store and transmit electronic collision reports: User's own server; a WSP SECTOR server if available; or an alternative server identified by User.

3.9.2 Use of the WSP SECTOR server is included with the approval to use the SECTOR software. Upon approval, WSP will provide network connectivity and security information to each user that will allow them to access and use the WSP SECTOR server. If the User chooses to use the WSP SECTOR server, the WSP will provide authorization for the User to access their (the User's) collision records for the following limited purposes:

- A. For the review of the User's unapproved collision reports; and
- B. For the analysis and reporting of WSDOT-approved collision reports.

3.10 Network Connection. At the option of the User, the network connection to the JINDEX will be made through either the IGN or SGN administered by the Washington Department of Information Services (DIS), or else via the Internet. The operation and maintenance of the IGN, SGN and JINDEX is the responsibility of DIS. For further details on JINDEX connectivity, please go to the following web site: <http://www.trafficrecords.wa.gov/etrip.htm>. The User shall promptly notify the WSP SECTOR System Administrator of sustained or repeated network problems that affect electronic collision reporting services. Such notices shall be given by email to the following address:

SECTOR@wsp.wa.gov

The notice address as provided herein may be changed by written notice given as provided above.

3.11 Secure System. The User shall take necessary measures to make its electronic collision reporting equipment and system secure and prevent unauthorized use. WSP reserves the right to review and approve equipment security measures, and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.

3.12 Software Updates. The User shall take necessary measures to upgrade their electronic collision reporting software as updates are provided to them. This includes updates provided by WSP to the SECTOR software, or if utilizing an alternative software, updates necessary for the User's alternative software to remain compliant with WSP and WSDOT requirements. WSP reserves the right to suspend or withhold service until the latest upgrade has been implemented to the reasonable satisfaction of WSP.

3.13 User Costs. The User agrees: to pay all personnel, operating, maintenance, and data transmission costs; to submit collision reports to WSP and WSDOT as required by law; and to pay the costs and maintenance related to any interface developed between the User's electronic collision reporting application and the User's local records management system.

3.14 User Contact. The User agrees to assign a coordinator to serve as the primary contact person for the User in matters relating to electronic collision reporting. The User also agrees to notify the WSP immediately, in writing, of any changes to the User Contact person.

3.15 Technical Configuration. As a prerequisite of entering into this Agreement, the User has completed the SECTOR assessment survey. The User also agrees to notify the WSP immediately, in writing, of any changes to this Technical Configuration.

SECTION 4 – TERM

This Agreement is effective on the date of final signature, and shall continue until terminated as provided elsewhere herein.

SECTION 5 – TERMINATION

5.1 Termination for Convenience.

5.1.1 Termination by User. Except as otherwise provided in this Agreement, the User may terminate its participation in this Agreement upon thirty (30) days written notification to WSP and WSDOT.

5.1.2 Termination by WSP and WSDOT. WSP or WSDOT may terminate this Agreement as to the User upon not less than thirty (30) days prior written notice, unless an emergency exists, as determined by WSP or WSDOT, then immediately, if WSP or WSDOT determines that it is in the best interest of the State of Washington to terminate this Agreement.

5.1.3 Termination of WSP and WSDOT Participation.

A. WSP and WSDOT may jointly terminate their participation in this Agreement upon thirty (30) days written notification to the User; Provided, that any such termination must be mutually agreed

WSP/WSDOT ELECTRONIC COLLISION REPORTS USER'S AGREEMENT

upon by both WSP and WSDOT prior to the issuance of the notice to terminate as provided in Subsection B below.

B. WSP and WSDOT acknowledge that in order for the electronic transmissions contemplated under this Agreement to operate, it is necessary for both WSP and WSDOT to remain parties to this Agreement. In the event either party desires to terminate its participation in this Agreement, such party shall notify the other party of this desire, WSP and WSDOT shall resolve any matters that may result from the termination of this Agreement, and WSP and WSDOT shall issue a joint notice of termination to the User as provided in Subsection A above.

5.1.4 In the event this Agreement is terminated for convenience, the parties shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

5.2 Termination for Default.

5.2.1 The violation of any term or condition of this Agreement by the User, or the failure to fulfill in a timely and proper manner any requirement in this Agreement by the User shall constitute a default of this Agreement.

5.2.2 In the event of a default by the User, WSP and WSDOT may, upon the mutual agreement of WSP and WSDOT, terminate this Agreement without penalty or further liability, upon not less than thirty (30) days prior written notice to the User; Provided, that the User has failed to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by the mutual agreement of WSP and WSDOT if the User is diligently working to cure the default. If the default is not cured within the cure period, WSP and WSDOT may, upon mutual agreement between WSP and WSDOT, immediately terminate this Agreement by giving written notice to the User. The option to terminate shall be at the sole discretion of WSP and WSDOT.

5.2.3 In the event of a User default, WSDOT and WSP reserve the right to suspend all or part of this Agreement (A) during the investigation of the alleged User default; (B) pending corrective action by User of a default; or (C) pending a decision by WSDOT and WSP to terminate this Agreement.

5.2.4 Waiver or acceptance of any User default of the terms of this Agreement by WSDOT or WSP shall not operate as a release of User's responsibility for any prior or subsequent default.

5.2.5 If the User defaults on any provision in this Agreement three (3) times within a six (6) month period, the third default shall be deemed "non-curable" and this Agreement may be terminated by WSDOT and WSP on not less than thirty (30) days written notice.

SECTION 6 - INDEMNIFICATION

The User agrees to indemnify and save harmless the State of Washington, the Washington State Patrol and its employees, and the Washington State Department of Transportation and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the SECTOR software, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting there from, including attorney's fees.

SECTION 7 -- DISPUTE RESOLUTION

7.1 The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

WSP: The WSP representative will be identified upon negotiation of the user agreement.

WSDOT: General Manager, Transportation Data Office

User : Agency Contact Name: Chris Tennant, Police Operations Commander

Contact Information: 260 SE Kamiaken St, Pullman WA 99163

7.2 The Designated Representatives shall confer to resolve disputes that arise under this Agreement as requested by any party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

7.3 In the event the Designated Representatives are unable to resolve the dispute, a representative from WSP to be determined upon negotiation of the User's Agreement, the Chief of Staff or her/his designee for WSDOT, and {insert title for User representative}Police Operations Commander for User or her/his designee shall confer and exercise good faith to resolve the dispute.

SECTION 8 – GENERAL

8.1 Recitals and Exhibits. The Recitals and Exhibits attached hereto, are hereby incorporated by reference into this Agreement.

8.2 Assignments. This Agreement cannot be assigned.

8.3 Modifications. This Agreement contains all the agreements and conditions made between the parties hereto pertaining to the User's ability to electronically submit collision reports to WSDOT and DOL, and may not be modified orally or in any other manner other than by a written agreement signed by all parties hereto. Failure on the part of any party to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of said party to enforce the same in the event of any subsequent breach or default.

8.4 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

8.5 Venue. The parties agree that the venue of any action or suit concerning this Agreement shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

8.6 Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the WSP or WSDOT except to the extent that the same are expressed in this Agreement.

8.7 Notices. Unless otherwise provided herein, wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

WSP: Specific contact information to be determined upon negotiation of the User's Agreement.

WSDOT:

General Manager, Transportation Data Office
PO Box 47380
Olympia, WA 98504-7380

User:

Name: Chris Tennant Title: Police Operations Commander

Contact Information: 260 SE Kamiaken St, Pullman WA 99163, 509-334-0802

8.9. Attorneys' Fees and Costs. Except as otherwise provided in this Agreement, in the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

8.10 Contract Execution. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinafter written.

USER AGENCY

WASHINGTON STATE PATROL

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

Assistant Attorney General
Washington State Department of Transportation

Assistant Attorney General
Washington State Patrol

Date: _____

Date: _____

7. A motion to set July 8, 2008, as the date for a public meeting to review the proposed Whispering Hills No. 5 preliminary plat and Whispering Hills No. 5 PRD preliminary plan.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of : 6/24/08

ACTION REQUESTED:

Set a date by motion for a public meeting to review the proposed Whispering Hills No. 5 preliminary plat and Whispering Hills No. 5 PRD preliminary plan.

BACKGROUND:

The proposed Whispering Hills No. 5 preliminary plat involves the division of approximately 34 acres of land into 108 lots and public streets for a residential development. The proposed PRD preliminary plan involves about 6.3 acres of the 34-acre site, and involves the establishment of 41 lots, along with public streets and open space. Both properties are located south of SW Lost Trail Drive and west of the terminus of SW Center Street on Sunnyside Hill. The Planning Commission conducted a public hearing regarding this matter on June 11, 2008. After entertaining public input, the Commission recommended approval of the preliminary plat and PRD preliminary plan subject to conditions suggested by staff. By state law, the Council is mandated to set a date for a public meeting to take action on the preliminary plat upon notification of the Commission's recommendation. Planning staff suggests that this session be conducted at the Council meeting of July 8, 2008.

RECOMMENDATION:

By motion, set the date and time for a meeting on this matter for July 8, 2008 at 7:30 p.m.

FISCAL IMPACT: \$ _____

 BARS Code Number

SUBMITTED BY:

Name Jason Radtke
Title Assistant City Planner
Dept. Planning

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

REVIEWED BY:

	Initial	Date
Department Head	<u>JD</u>	<u>6/18/08</u>
City Supervisor	<u>JR</u>	<u>6/20/08</u>
City Attorney (As to Form)	<u>Maj</u>	<u>6-18-08</u>

8. A motion to set July 8, 2008, as the date for a public hearing to consider the annexation of property to the City of Pullman.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of : 6/24/08

ACTION REQUESTED:

Set a date by motion for a public hearing to consider a petition for annexation of property to the city of Pullman submitted by Shirley O'Hare.

BACKGROUND:

On December 10, 2007, Shirley O'Hare, on behalf of Betty Askins, filed a petition for annexation (attached) with the Pullman finance director in conformance with appropriate state regulations. According to the provisions of RCW 35A.14.130, when a petition for annexation is filed with the City Council, the Council may consider it and set a date for a public hearing on the petition.

RECOMMENDATION:

By motion, set the date for a public hearing on this matter for July 8, 2008.

FISCAL IMPACT: \$ _____

_____ **BARS** Code Number

SUBMITTED BY:

Name Jason Radtke

Title Assistant City Planner

Dept. Planning

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Petition for Annexation

REVIEWED BY:

Initial

Date

Department Head

JD

6/20/08

City Supervisor

JSA

6/20/08

City Attorney

(As to Form)

PETITION FOR ANNEXATION OF THE PROPERTY HEREIN DESCRIBED TO
THE CITY OF PULLMAN

TO: The City Council of the City of Pullman, State of Washington

Comes Now, the undersigned Petitioner, Shirley O'Hare (DPOA for Betty Askins), and respectfully petition the City Council of the City of Pullman, Washington, for the annexation of the following described real property situated in Whitman County, State of Washington, to the City of Pullman pursuant to RCW Chapter 35A.14, to wit:

Attached hereto and by this reference made a part thereof is Exhibit "A", a legal description of the property to be annexed.

Petitioners being Shirley O'Hare (DPOA for Betty Askins), the owner of not less than sixty percent (60%) in assessed valuation of the property herein sought to be annexed.

Petitioners are informed and understand that the City Council will require the assumption of the existing City indebtedness by the area to be annexed.

Petitioners are further informed and understand that the City Council will also require initiation of proceedings for annexation to the Whitman County Hospital District No. 1A.

Petitioners are further informed and understand that if said area is annexed, it will be annexed with a zone classification or R-1, which zone classification shall be effective upon annexation and shall remain effective until further modified in a manner provided by law. Attached hereto and by this reference made a part thereof is Exhibit "B", a map which outlines the boundaries of the property sought to be annexed.

Petitioner brought its Notice of Intent to Annex before the City Council on the 15th day of February, 2007, and in accordance with RCW 35a.14.120, below set forth is a quotation of the minute entry from the regular meeting of the City Council of the requirements set forth by the City Council for such annexation:

FILED
DEC 10 2007
CITY CLERK'S OFFICE
PULLMAN, WASHINGTON

Councilmember Bloom made the following motion:

"I move that the City accept the proposed annexation submitted by Shirley O'Hare in the Notice of Intent to Annex Real Property filed with the City on February 5, 2007, and that the City give the following annexation instructions:

1. The petitioners shall assume their proportionate share of City indebtedness upon annexation as determined by the City finance director.
2. The petitioners shall accept the assignment of an R1 Single Family Residential zoning designation for the subject property to become effective immediately upon annexation.
3. Prior to the City Council public hearing on this annexation proposal, the petitioners shall initiate proceedings for annexation to Whitman County Hospital District No. 1A".

Councilmember Stiller seconded the motion. The motion carried unanimously.

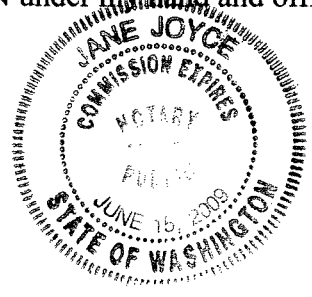
Dated this 10th day of Dec, 2007

Shirley O'Hare DPOH for Betty
Arkins

STATE OF WASHINGTON)
Whitman) ss.
County of ~~Yakima~~)

I certify that I know of have satisfactory evidence that Shirley O'Hare signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 10th day of December, 2007.



Jane Joyce JANE JOYCE

Notary Public in and for the State of Washington, residing in ~~Yakima~~ Pullman

My appointment expires: 6-15-2009

LEGAL DESCRIPTION

Askins and Shompole Annexation

A parcel of land situate within the northeast quarter of the southeast quarter of Section 8, T.14N., R.45E., W.M., located in Whitman County, Washington, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Section 8 and running S00°35'22"E 2,992.18 feet along the east boundary of said Section 8 to the POINT OF BEGINNING and the southeast corner of the Gregory and Railroad Annexation recorded under A.F.N. 568462, records of said county;
thence continuing along said east boundary of said Section 8 S00°35'22"E 626.47 feet along the east boundary of said Section 8 to the southeast corner of a parcel described in a Statutory Warranty Deed recorded under A.F.N. 655903, records of said county;
thence S87°21'05"W 193.83 feet along the boundary of said A.F.N. 655903 to the east boundary of Johnson Road right of way (ROW);
thence S02°44'45"E 377.98 feet along said ROW boundary to a point on the southerly boundary of said northeast quarter of the southeast quarter of said Section 8;
thence S87°09'05"W 1,158.21 feet, more or less, along said south boundary of said northeast quarter of the southeast quarter to the southeast corner of the Pullman Hospital Annexation recorded under A.F.N. 616752, records of said county;
thence along the east boundary of said Pullman Hospital Annexation N00°30'31"W 1,329.89 feet, more or less, to the northeast corner of the northwest quarter of the southeast quarter of said Section 8 as described under said A.F.N. 616752;
thence N87°10'00"E 867.88 feet along the north boundary of said northeast quarter of the southeast quarter of said Section 8 to a point on a curve in the west R.O.W. boundary of a vacated Burlington Northern Railroad R.O.W., as recorded under A.F.N. 552214, records of said county, and being the Bellevue Apartments Annexation;
thence 330.38 feet along a curve concave to the west and along said westerly railroad R.O.W. boundary, as recorded under said A.F.N. 552214 and under said A.F.N. 568462, records of said county (Central Angle = 02°07'41", R= 5,629.65 feet) with its chord bearing S07°24'50"E 330.35 feet, to the southwest corner of said Gregory and Railroad Annexation;
thence along the boundary of said Gregory and Railroad annexation N86°36'44"E 428.96 feet to the point of beginning,

Said parcel containing 35.800 acres, more or less.

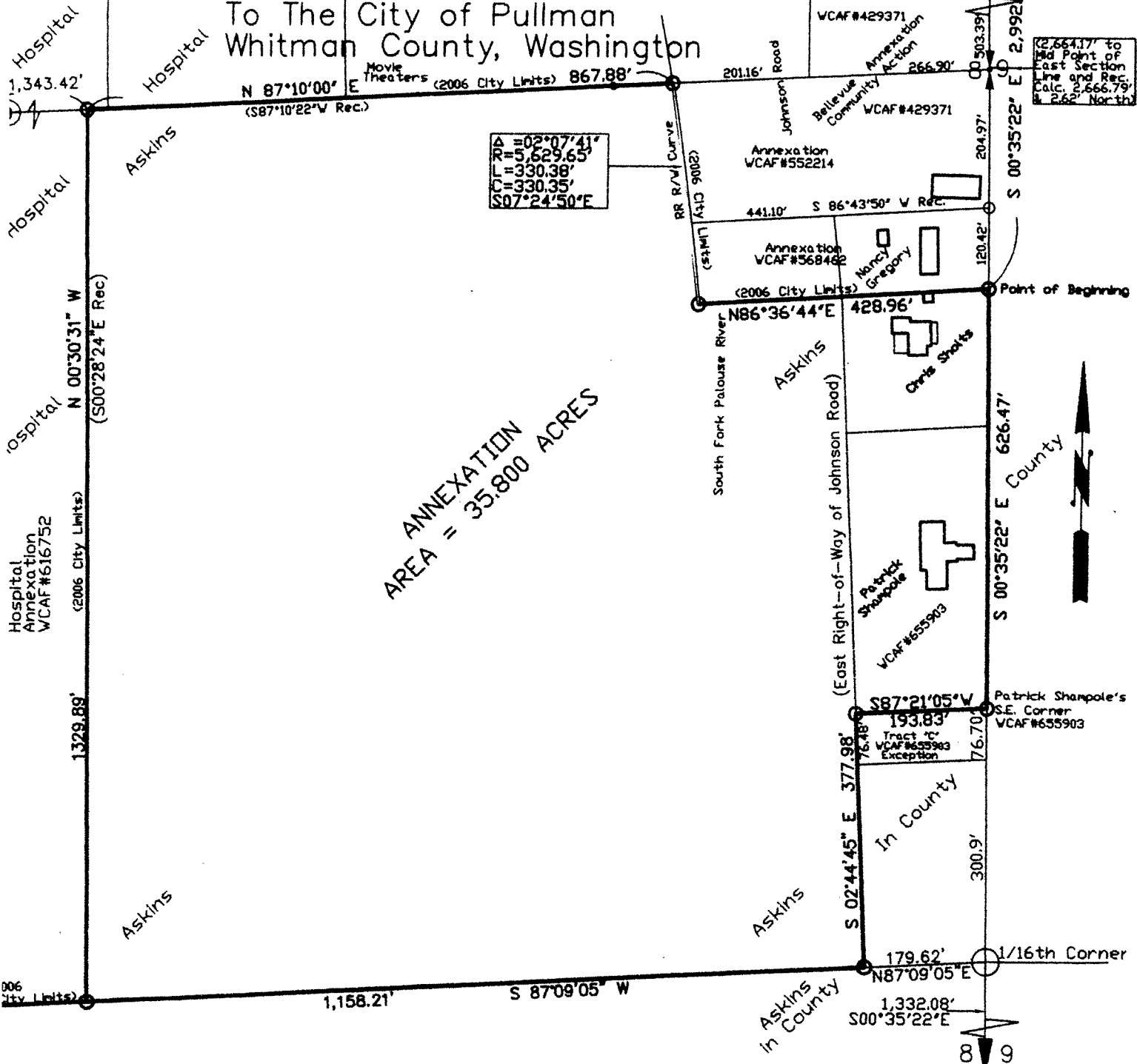
Approved for form:

Mark D. Workman
Director of Public Works

6/14/08
Date

NE 1/4, SE 1/4, Section 8,
T 14 N, R 45 E, W.M.
Johnson Road Annexation
To The City of Pullman
Whitman County, Washington

Exhibit B



A = 02°07'41"
R = 5,629.65'
L = 330.38'
C = 330.35'
S 07°24'50"E

2,664.17' to Mid Point of East Section Line and Rec. Calc. 2,666.79' ± 2.62' North

ANNEXATION
AREA = 35.800 ACRES

Note: Legal Description was based on Bellevue Apartments and Gregory (and RR) Annexations (WCAF#568462 & #552214). The descriptions of the parcels between the east right-of-way of Johnson Road and the east boundary of section 8, were prepared under several surveys and different Land Surveyors and different equipment. This map and legal description should not be used for the transfer or sale of land. The bearings are based on the City of Pullman Coordinate Aerial Mapping System.

9. RESOLUTION NO. R-54-08

A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.

RESOLUTION NO. R-55-08

A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 6/24/08

ACTION REQUESTED:

Set a date for public hearings on the Capital Improvement Program (CIP) and Transportation Improvement Program (TIP) for the years 2009-2014.

BACKGROUND:

The annual process to formulate the proposed CIP and TIP is proceeding on schedule. The CIP Committee has prepared a draft CIP for the years 2009 to 2014. Also, the Department of Public Works has developed a draft 2009-2014 TIP that has been reviewed by the CIP Committee. The Planning Commission is scheduled to review and recommend action on the draft CIP and TIP on June 25, 2008.

Council review of the proposed CIP and TIP is conducted during the course of duly noticed public hearings that are set by separate resolutions. The Council is requested to adopt appropriate resolutions setting July 8, 2008 as the date for these hearings.

RECOMMENDATION:

Adopt the attached resolutions.

FISCAL IMPACT: \$ _____

 BARS Code Number

SUBMITTED BY:

Name Pete Dickinson *PD*
Title Planning Director
Dept. Planning

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

- 1. Resolution No. R-54-08
- 2. Resolution No. R-55-08

REVIEWED BY:

	Initial	Date
Department Head	<u>PD</u>	<u>6/18/08</u>
City Supervisor	<u>YSD</u>	<u>6/20/08</u>
City Attorney (As to Form)	<u>May</u>	<u>6-19-08</u>

RESOLUTION NO. R- 54-08

A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.

WHEREAS, the Capital Improvement Program Committee has developed a proposed Capital Improvement Program for the city of Pullman for the years 2009 through 2014; and,

WHEREAS, the Pullman Planning Commission is scheduled to consider said Capital Improvement Program at a public meeting on June 25, 2008; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that a public hearing be held on July 8, 2008 at 7:30 p.m. in the Council Chambers at City Hall, Pullman, Washington, to consider the adoption of a six-year Capital Improvement Program for the city of Pullman for the years 2009 through 2014.

BE IT FURTHER RESOLVED that the Finance Director be directed and authorized to give notice of said public hearing as provided by law.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

RESOLUTION NO. R-55-08

A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.

WHEREAS, a proposed Transportation Improvement Program has been developed for the city of Pullman for the years 2009 through 2014; and,

WHEREAS, the Pullman Planning Commission is scheduled to consider said Transportation Improvement Program at a public meeting on June 25, 2008; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that a public hearing be held on July 8, 2008 at 7:30 p.m. in the Council Chambers at City Hall, Pullman, Washington, to consider the adoption of a six-year Transportation Improvement Program for the city of Pullman for the years 2009 through 2014.

BE IT FURTHER RESOLVED that the Finance Director be directed and authorized to give notice of said public hearing as provided by law.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

10. RESOLUTION NO. R-56-08

A RESOLUTION DECLARING A CERTAIN CITY VEHICLE TO BE EXCESS AND SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID SURPLUS PROPERTY IN THE MOST ECONOMICAL MANNER AVAILABLE.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 06/24/08

ACTION REQUESTED:

Declare a Transit vehicle surplus and authorize its disposal.

BACKGROUND:

In 2007, a new vehicle was purchased for Transit to replace the vehicle used for driver trade-outs and staff travel. As part of this purchase, the existing vehicle, a 1991 Ford Escort wagon (#91-101), was to be a trade-in. However, between the time of bid and the time of delivery of the new vehicle, the Ford Escort lost its transmission. The cost to replace the transmission, \$700, was more than the trade-in value, \$300, so the trade-in portion of the purchase was voided. This Ford Escort is not worth repairing and has been stored at ERD since that time. Authorization to dispose of this vehicle is requested.

RECOMMENDATION:

Adopt the attached resolution declaring vehicle 91-101, a 1991 Ford Escort wagon, as surplus and authorizing its disposal by the Automotive Repair Supervisor.

FISCAL IMPACT:

BARS Code Number

SUBMITTED BY:

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

Name Mark Workman
Title Public Works Director
Dept. Public Works

1. Resolution No. R-56-08

REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>6/16/08</u>
City Supervisor	<u>JFD</u>	<u>6-20-08</u>
City Attorney (As to Form)	<u>Cmaj</u>	<u>6-16-08</u>

RESOLUTION NO. R- 56 -08

A RESOLUTION DECLARING A CERTAIN CITY VEHICLE TO BE EXCESS AND SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID SURPLUS PROPERTY IN THE MOST ECONOMICAL MANNER AVAILABLE.

WHEREAS, the Director of Public Works has determined that city vehicle ERD#91-101, a 1991 Ford Escort Wagon, VIN#3FAPP15J5MR144575, is no longer needed for city purposes; and

WHEREAS, the Council has been advised that the vehicle cannot be used or reasonably repaired; now, therefore,

BE IT RESOLVED by the City Council of the city of Pullman that the city vehicle heretofore described in this Resolution is declared to be excess and surplus property of the city of Pullman.

BE IT FURTHER RESOLVED that this Council finds that it would be in the best interests of the city of Pullman to dispose of said excess and surplus property.

BE IT FURTHER RESOLVED that the Automotive Repair Supervisor is authorized to dispose of said vehicle in the most economical manner available.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney