City of Seattle

2019 Surveillance Impact Report

Computer-Aided Dispatch (CAD)

Seattle Fire Department

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City of Seattle

Submitting Department Memo

Memo

Date: 04/15/2019
To: City Council
From: Seattle Fire Department
Subject: Cover Memo – Computer Aided Dispatch

Description

Computer Aided Dispatch (CAD) is a suite of software packages that provide unit recommendations for 911 emergency calls based on the reported problem and location of a caller. The Seattle Fire Department uses CAD to manage dispatches for over 100,000 individual responses each year.

Purpose

The mission of the Seattle Fire Department is to save lives and protect property through emergency medical service, fire and rescue response and fire prevention. During an emergency, quick and effective decision-making by dispatchers and first responders can be the difference between life and death. CAD is a tool that allows dispatchers and first responders to work more efficiently and effectively assessing emergency situations and events to determine the appropriate response and resources.

Benefits to the Public

The City of Seattle has the highest cardiac arrest survival rate of any major city in the United States. A large part of that success is due to the CAD software allowing dispatchers to make quicker decisions and immediately assign accurate resources. The CAD system can be described as the “tip of the spear” when it comes to emergency responses. All subsequent actions taken by SFD personnel in responding to emergency calls and events are predicated on the information obtained by CAD after a call has been received.
TriTech’s Respond CAD, Computer Aided Dispatch (CAD) solution was developed exclusively for EMS agencies to manage emergency and non-emergency call taking and dispatching operations. This solution captures all major data points throughout each call to provide comprehensive data collection to immediately enable personnel to execute rapid aid deployment in emergency situations.

A study by the Illinois Department of Transportation on the impact of CAD systems finds that:
“The introduction of CASD systems allows for dramatic increases in the quality and quantity of performance related data.”

The Seattle Fire Department simply could not provide the same level of quality service to the public without CAD.

Privacy and Civil Liberties Considerations

CAD receives information from callers in order to properly respond to emergency situations, often including their name, phone number, address from which they are calling, medical conditions, and potentially other personally identifiable information. While most of this information is consciously volunteered by callers, some of the information may be stored for future reference in emergency situations or for quality assurance purposes. Additionally, information may be provided to CAD about a location with identifiable information without their knowledge as part of the premise notes. This information can be invaluable to first responders in order to have a complete picture of the environment and potential hazards they will encounter before arriving at the scene.

Surveillance Impact Report ("SIR") overview

About the Surveillance Ordinance

The Seattle City Council passed Ordinance 125376, also referred to as the "Surveillance Ordinance," on September 1, 2017. SMC 14.18.020.b.1 charges the City's executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in Seattle it policy pr-02, the "surveillance policy".

How this Document is Completed

This document is completed by the requesting department staff, support and coordinated by the Seattle information technology department ("Seattle it"). As Seattle it and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or check boxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.

Upcoming for Review	Initial Draft	Open Comment Period	Final Draft	Working Group	Council Review
The technology is upcoming for review, but the department has not begun drafting the surveillance impact report (SIR).	Work on the initial draft of the SIR is currently underway.	The initial draft of the SIR and supporting materials have been released for public review and comment. During this time, one or more public meetings will take place to solicit feedback.	During this stage the SIR, including collection of all public comments related to the specific technology, is being compiled and finalized.	The surveillance advisory working group will review each SIR's final draft and complete a civil liberties and privacy assessment, which will then be included with the SIR and submitted to Council.	City Council will decide on the use of the surveillance technology, by full Council vote.

Privacy Impact Assessment

Purpose

A Privacy Impact Assessment ("PIA") is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

1. When a project, technology, or other review has been flagged as having a high privacy risk.
2. When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

1.0 Abstract

1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.

Computer Aided Dispatch (CAD) is a suite of software packages that provide unit recommendations for 911 emergency calls based on the reported problem and location of a caller. The Seattle Fire Department uses CAD to manage dispatches for thousands of responses each year.

1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.

According to the Surveillance Ordinance, a technology has surveillance capability if it can be used "to collect, capture, transmit, or record data that could be used to surveil, regardless of whether the data is obscured, de-identified, or anonymized before or after collection and regardless of whether technology might be used to obscure or prevent the capturing of certain views or types of information."

CAD receives information from callers in order to properly respond to emergency situations, often including their name, phone number, address from which they are calling, medical conditions, and potentially other personally identifiable information. While most of this information is consciously volunteered by callers, some of the information may be stored for future reference in emergency situations or for quality assurance purposes. Additionally, information may be provided to CAD about someone or a situation with identifiable information without their knowledge.

2.0 Project / Technology Overview

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed

2.1 Describe the benefits of the project/technology.

The City of Seattle has the highest cardiac arrest survival rate of any major city in the United States. A large part of that success is due to the CAD software allowing dispatchers to make quicker decisions and immediately assign accurate resources. The CAD system can be described as the "tip of the spear" when it comes to emergency responses. All subsequent actions taken by SFD personnel in responding to emergency calls and events are predicated on the information obtained by CAD after a call has been received.

For more details about Seattle Fire's performance please see the SFD Annual Report: http://www.seattle.gov/Documents/Departments/Fire/FINAL%20Annual%20Report_2017.pdf

2.2 Provide any data or research demonstrating anticipated benefits.

TriTech's Respond CAD, Computer Aided Dispatch (CAD) solution was developed exclusively for EMS agencies to manage emergency and non-emergency call taking and dispatching operations. This solution captures all major data points throughout each call to provide comprehensive data collection to immediately enable personnel to execute rapid aid deployment in emergency situations.

The Computer Aided Dispatch system offers an array of features and functions that aid in the rapid deployment of aid. A list of CAD system abilities from Tritech may be found here: https://www.tritech.com/downloads/Z_18_IMCCAD_DS.pdf

A study by the Illinois Department of Transportation on the impact of CAD systems finds that:

"The introduction of CASD systems allows for dramatic increases in the quality and quantity of performance related data." For a detailed examination of system benefits, this study is available here: https://utc.uic.edu/wp-content/uploads/Strategic-Project-Plan-Computer-Assisted-Scheduleing-and-Dispatch1.pdf

2.3 Describe the technology involved.

CAD is a distributed server environment utilizing multiple workstations to centrally manage 911 emergency calls. The software is made by Tritech Software Systems. According to Tritech:

"CAD dispatch software helps communications center personnel manage a large amount of information—unit locations, unit statuses, pending and active calls, and other critical data—while serving as a voice of reassurance to callers and providing vital information that links police officers, firefighters, and paramedics." (Source: https://www.tritech.com/solutions/inform/inform-cad)

The Seattle Fire Department has integrated CAD into many facets of our operations, from dispatching and resource delivery to staffing and reporting to federal authorities on departmental performance.

2.4 Describe how the project or use of technology relates to the department's mission.

The mission of the Seattle Fire Department is to save lives and protect property through emergency medical service, fire and rescue response and fire prevention. During an emergency, quick and effective decision-making by dispatchers and first responders can be the difference between life and death. CAD is a tool that allows dispatchers and first responders to work more efficiently and effectively assessing emergency situations and events to determine the appropriate response and resources.

2.5 Who will be involved with the deployment and use of the project / technology?

Uniformed Seattle Fire Department personnel assigned to emergency response are involved with the use of the CAD system. This includes but is not limited to call dispatch operators, departmental operations, and mobile apparatus operators. The following divisions within the organization use the CAD system:

- Fire Alarm Center (FAC)
- SFD Operations Staff (SFD HQ).

Additionally, Seattle IT provides an SFD Client Services Director to facilitate strategic IT project management and client services for SFD IT technologies and applications, including the CAD system. Details about the IT department roles and responsibilities may be found in appendix K of this SIR.

3.0 Use Governance

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance ordinance and privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.

Seattle Fire Department employees have access to CAD view, which is restricted via Active Directory controls and firewall rules. There is also a software firewall built into the system server to limit access and provide an additional level of system security.

Only specially trained members of the Fire Alarm Center can input information into CAD. The training process required for these months of hands-on training on location.

3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.

There are local, state and federal regulatory requirements that apply to fire department operations and use of CAD systems to assist in meeting these stringent service level expectations. These include the following:

- RCW 35.22.280, which enumerates the powers afforded to first class cities, including Seattle: http://app.leg.wa.gov/rcw/default.aspx?cite=35.22.280.
- The authority of the Seattle Fire Department to provide emergency services can be found in Article X of the City of Seattle Charter: http://clerk.ci.seattle.wa.us/~public/charter/charter.htm
- National Fire Protection Standards (NFPA) mandate requirements response times and other service level standards for municipal fire departments. Details of these standards may be found here: https://www.nfpa.org/codes-and-standards
- RCW 35A.92.010 sets state level reporting standards for city fire departments, the requirements of which rely on CAD to meet: http://app.leg.wa.gov/RCW/default.aspx?cite=35.103.010

3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.

SFD commanding officers, such as the acting Lieutenant and/or Captain, are responsible for ensuring compliance of uniformed personnel in their unit.

SFD's Policy and Operating Guidelines (POG), contain details on policy and training related to deployment and use of SFD's CAD system. Applicable details from the POG can be found in Appendix K of this SIR.

4.0 Data Collection and Use

4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

CAD information includes both manually collected and automated data. Details about both of these are as follows:

Manually collected information includes the call information that CAD operators input into the system in the course of an emergency call. In addition to this information, there is an Emergency Medical Dispatch CAD plug in application which includes a decision tree protocol that facilitates interactions with callers.

Automated information include data from phone companies that they are required to collect and use to route emergency communications. The automated information includes but is not limited to automatically collected phone numbers with address links. These are described below:

- ANI is Automatic Number Identification. The ANI is a 10-digit Telephone Number (TN) associated with a device originating a 9-1-1 call. The ANI may be the actual number of a device, such as at a home; it may be a number that represents a Billing Telephone Number (BTN). This representation is often the case when calling from a business MLTS / PBX; it also may be called an Emergency Location Identification Number (ELIN), often used to indicate a more granular location within a business, especially in large campus or building environments.
- ALI is Automatic Location Identification. The ALI information is the '911 call location data' that is displayed to the 9-1-1 call taker on their computer display when answering 9-1-1 calls.

4.2 What measures are in place to minimize inadvertent or improper collection of data?

Information intake occurs during the initial call, during evaluation and response triage. When trying to validate location information to determine response resources, the operator may attempt to clarify this information from the caller and/or use computerized look up or confirmation of location. Once on scene at an emergency, there may be a need to update the initial intake information based on the existing situation.

4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

Tritech has been use by the Seattle Fire Department since 2003 and was deployed at the Fire Alarm Center (FAC) and in the mobile fleet (apparatus).

Uniformed Seattle Fire Department personnel assigned to emergency response are involved with the use of the CAD system. This includes but is not limited to call dispatch operators, departmental operations, and mobile apparatus operators.

Additionally, Seattle IT provides an SFD Client Services Director to facilitate strategic IT project management and client services for SFD IT technologies and applications, including the CAD system. Details about the IT department roles and responsibilities may be found in Appendix K of this SIR.

4.4 How often will the technology be in operation?

The technology is in operation daily. It runs 24 hours a day, seven days a week, 365 days a year.

4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?

The installation and use of CAD is permanent.

4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?

The CAD software has no physical or visual indicator that it is in use. The software itself runs 24 hours a day, 7 days a week, 365 days a year.

4.7 How will data that is collected be accessed and by whom?

Access to CAD systems and data are as following:

- Caller information is collected by SFD dispatchers. The data is then accessible by all Fire Department personnel and is role-based depending on need to access the information and system.
- CAD data is also shared with American Medical Response (AMR) in real-time in order to coordinate resources needed for basic life support (BLS) EMS calls. AMR has their own access into the CAD system via Mobile Data Computer (MDC) in real time to aid in determining dynamic resource allocation and immediate response dispatch if warranted by the emergency.
- Some basic information including emergency response time, location, whether the incident is active or closed, and the date and time is also available online to the public via Realtime 911: http://www2.seattle.gov/fire/realtime911/ with a one-minute delay.
- Pulse Point, a phone app that coordinates CPR volunteers and the location of AEDs with emergency cardiac victims. The app receives CAD info on cardiac emergencies at the same rate as the SFD personnel do for specific cardiac event response and public assistance for CPR. This has saved lives over the use of the system.

Additionally, incidental data access may occur through delivery of technology client services. All ITD employees are required to comply with appropriate regulatory requirements regarding security and background review. Information on the ITD roles associated with client services for City Departments can be found in Appendix K.

4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.

The following are entities that use the CAD system:

- AMR accesses a limited view of CAD data for staging ambulances close to an incident. The data access and protocols for use are outlines in the memorandum of agreement (MOA) between the company of SFD, in appendix K.
- King County gets a nightly extract of the data via an electronic health records (eHR) data export of CAD to a data secure FTP server.
- NFPA(FEMA/DHS) receives a quarterly update on performance measure, per regulatory requirement.

4.9 What are acceptable reasons for access to the equipment and/or data collected?

The following are acceptable reasons for access to the CAD system and data:

- Emergency Services and Dispatch
- Communication for first responders
- Public Records (some exemptions may apply)
- Discovery for litigation purposes
- Sharing of information with law enforcement in accordance with the Uniform Healthcare Information Act (UHCIA)
- Quality Assurance
- Client services for SFD IT technologies and applications, including the CAD system. Details about the IT department roles and responsibilities may be found in the appendix of this SIR.
- Quality Assurance

4.10 What safeguards are in place, for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?

The following safeguards are in place to protect CAD data:

- Physical security of servers at FAC and back-up location at Seattle Police West Precinct includes key-card access
- Active directory rules control system access. AD access controls are role-based and based on a dedicated domain separating it from the City standard domain.
- Additions and deletion to AD is conducted by the services captain who gets daily reports on personnel. The services captain adjusts key card access daily to meet 24-hour threshold access control for personnel changes such as termination or reassignment.
- With each call, an activity log is created which allows the Quality Assurance (QA) specialist to review the timeline of decisions and system interaction during an incident response.

ITD support functions may require limited system access as detailed above. Supporting documentation on ITDs responsibilities in maintaining and supporting the CAD system can be found in Appendix K of this document.

5.0 Data Storage, Retention and Deletion

5.1 How will data be securely stored?

Seattle Fire Department CAD data is stored on a secure server located at the Fire Alarm Center. A back-up physical server in case of catastrophic failure is also maintained at the Seattle Police Department's West Precinct. SFD personnel arrive at the backup location when that is activated. Access controls and physical security are described in section 4.10.

5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?

All records are kept in accordance with state retention requirements.

5.3 What measures will be used to destroy improperly collected data?

Any improperly collected data is manually destroyed by SFD personnel, specifically members of the FAC.

Per the TriTech Software Support Agreement: "If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech."

5.4 which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?

Data is retained for the life of the system. The following roles are responsible for ensuring compliance with data retention requirements:

- Assistant Chief of Risk Prevention
- Communications Deputy Chief

6.0 Data Sharing and Accuracy

6.1 Which entity or entities inside and external to the City will be data sharing partners?

Data sharing partners include:

- American Medical Response (AMR)
- The University of Washington, Harborview Medical Center (UWHMC)
- ESO Solutions, current vendor for electronic healthcare records (eHR)
- King County – King County Emergency Medical Services (KC EMS) contracts through KC for hosted her records access
- In case of suspected criminal activity resulting in or from an emergency response, applicable event data is provided to SPD for investigative purposes.

6.2 Why is data sharing necessary?

Data sharing is necessary for coordinated, rapid responses to 911 incidents, particularly reducing the amount of time needed to make contact with patients and thereby improve outcomes.

Specifically, sharing with the University of Washington is for quality assurance and research purposes, including cardiac arrest data. Aggregated CAD data is also shared with King County for quality assurance and comparison with other local Fire and EMS agencies. Sharing with AMR is necessary for coordinating EMS responses in real-time. The eHR software uses CAD data to fill out incident details in electronic healthcare records, which are subsequently provided to emergency room staff for continuity of patient care.

6.3 Are there any restrictions on non-City data use?

Yes ☒ No ☐

6.3.1 If you answered yes, provide a copy of the department's procedures and policies for ensuring compliance with these restrictions.

Subsets of CAD data is restricted for exclusive use by several partner agencies, including the University of Washington's Harborview Medical Center, American Medical Response and King County.

In rare cases where CAD data is shared with other partners, a third-party nondisclosure agreement is signed.

6.4 How does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?

Department leadership and the Seattle City Attorney's Office review and approve data-sharing with external agencies like King County EMS and partners such as ESO and AMR.

6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.

There is a dedicated quality assurance manager at the Fire Alarm Center who is responsible for reviewing all 911 calls and CAD data. King County EMS also provides some oversight relating to aggregated data.

6.6 Describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.

All patients can request reports from CAD via the Public Disclosure Officer (PDO). However, the PDO and other SFD staff will never alter a record once it has been created.

If a data error is discovered, the quality assurance manager at the FAC will make note of the error and any subsequent corrections made to a record.

7.0 Legal Obligations, Risks and Compliance

7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?

CAD is an integral part of the Seattle Fire Department's ability to adequately deliver the services required by law:

- RCW 35.22.280 enumerates the powers afforded to first class cities, including Seattle: http://app.leg.wa.gov/rcw/default.aspx?cite=35.22.280. The subsequent authority of the Seattle
- The Fire Department charter to provide emergency services can be found in Article X: http://clerk.seattle.gov/~public/charter/charter.htm#articleV
- RCW 35A.92.010 sets reporting standards for city fire departments, the requirements of which rely on CAD to meet: http://app.leg.wa.gov/RCW/default.aspx?cite=35.103.010

7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.

Fire Alarm Center dispatchers undergo extensive training on the use of the CAD system. The need for privacy, particularly as it related to medical information, is a component of that training. Other Department personnel do not receive specific training on the use of CadView, but they do receive yearly training from the City Privacy Program regarding privacy and security awareness.

More detailed information on applicable training, see Appendix K.

7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.

There is potential privacy risk associated with personal information related to accidental disclosure or breach as well as public disclosure requests. Mitigations include adherence to City rules and policy regarding answering public disclosure requests, attention data and system security requirements.

Changes to program ownership and participation can result in a large number of administrators within SFD who have access to the CAD system. Mitigations include stringent attention to physical and virtual access protocols to systems and hardware.

7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?

Sharing of incident records with law enforcement is likely the greatest cause for privacy concern. Data sharing with law enforcement occurs only when criminal involvement is suspected in an emergency event. SPD complies with CJIS requirements for investigative data collection.

Another privacy concern would be associated with the protection of records associated with emergency medical services. Mitigations are in place to adhere to the data management and security requirements of the Health Care Information Access and Disclosure Law: UHCIA under RCW 70.02.

8.0 Monitoring and Enforcement

8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.

Disclosures to any other entities, including the public, are only authorized if processed and approved by the Department's Public Disclosure Officer. All disclosures are tracked in a log, which is continually updated and retained on a secure server accessible only to select employees based on departmental roles and responsibilities.

8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.

The Department's FAC quality assurance specialist audits CAD data obtained via dispatch calls. After the fact, calls are reviewed and evaluate for performance and recommendations and adjustments to behaviors and protocols are made as needed.

Financial Information

Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

1.1 Current or potential sources of funding: initial acquisition costs.

Current ☒ potential ☐

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
2003	2003	$151,380	N/A	N/A	N/A

Notes:

N/A

1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current ☒ potential ☐

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source
$151,380	N/A	N/A	N/A	N/A

Notes:

N/A

1.3 Cost savings potential through use of the technology

This question is not applicable.

1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities

This question is not applicable.

Expertise and References

Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report ("SIR"). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

1.0 Other Government References

Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.

Agency, municipality, etc.	Primary contact	Description of current use
NORCOM 911	(425) 577-5700	Emergency dispatch
Valley Communications Center	(253) 372-1300	Emergency dispatch

2.0 Academics, Consultants, and Other Experts

Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.

Agency, municipality, etc.	Primary contact	Description of current use
Tritech Software Solutions	Not available	Technical support contact at Tritech

3.0 White Papers or Other Documents

Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.

Title	Publication	Link
Tritech Software Admin Guide	Tritech Software Systems	https://www.tritech.com/downloads/Brochure_NewCorporateCover_TriTech_CAD_911.pdf
"Technology Supplement: CAD and the Fire Service" by Charles Werner, 2014	Firehouse.com	https://www.firehouse.com/tech-comm/cad-dispatch-systems/article/12024459/fire-service-technology

Racial Equity Toolkit ("RET") and Engagement for Public Comment Worksheet

Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit ("RET") in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

Adaptation of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments' ("Seattle IT") Privacy Team, the Office of Civil Rights ("OCR"), and Change Team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

Racial Equity Toolkit Overview

The vision of the Seattle Race and Social Justice Initiative ("RSJI") is to eliminate racial inequity in the community. To do this requires ending individual racism, institutional racism and structural racism. The RET lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

1.0 Set Outcomes

1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?

☐ The technology disparately impacts disadvantaged groups.

☐ There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.

☒ The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.

☐ The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?

Some personally identifiable information (PII) gathered during emergency responses could be used to identify individuals, such as their name, home address or contact information. Medical privacy is particularly relevant in the case of pictures taken during medical emergencies. Victims of criminal activity may also be identified during incident responses, whose identities should be protected in accordance with RCW 42.56.240 and RCW 70.02.

1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?

Include a description of any issues that may arise such as algorithmic bias or the possibility for ethnic bias to emerge in people and/or system decision-making.

The Seattle Fire Department is committed to equitable service delivery regardless of race, sexual orientation, income, immigration or refugee status. All individuals, including non-residents and visitors to the City will be treated with compassion, professionalism and respect by SFD personnel.

1.4 Where in the City is the technology used or deployed?

☒ all Seattle neighborhoods

- ☐ Ballard
- ☐ Belltown
- ☐ Beacon Hill
- ☐ Capitol Hill
- ☐ Central District
- ☐ Columbia City
- ☐ Delridge
- ☐ First Hill
- ☐ Georgetown
- ☐ Greenwood / Phinney
- ☐ International District
- ☐ Interbay
- ☐ North
- ☐ Northeast
- ☐ Northwest
- ☐ Madison Park / Madison Valley
- ☐ Magnolia
- ☐ Rainier Beach
- ☐ Ravenna / Laurelhurst
- ☐ South Lake Union / Eastlake
- ☐ Southeast
- ☐ Southwest
- ☐ South Park
- ☐ Wallingford / Fremont
- ☐ West Seattle
- ☐ King county (outside Seattle)
- ☐ Outside King County.

If possible, please include any maps or visualizations of historical deployments / use.

Not available.

1.4.1 What are the racial demographics of those living in this area or impacted by these issues?

City of Seattle demographics: White - 69.5%; Black or African American - 7.9%; Amer. Indian & Alaska Native - 0.8%; Asian - 13.8%; Native Hawaiian & Pacific Islander - 0.4; Other race - 2.4%; Two or more races - 5.1%; Hispanic or Latino ethnicity (of any race): 6.6%; Persons of color: 33.7%.

King County demographics: White – 70.1%; Black or African American – 6.7%; American Indian & Alaskan Native – 1.1%; Asian, Native Hawaiian, Pacific Islander – 17.2%; Hispanic or Latino (of any race) – 9.4%

1.4.2 How does the Department to ensure diverse neighborhoods, communities, or individuals are not specifically targeted through the use or deployment of this technology?

The entire set of CAD data is only made available to members of the Seattle Fire Department and some Seattle IT employees who may manage the system from a technical standpoint. External agencies, including law enforcement, are only provided data for specific incidents as part of a law enforcement investigation.

1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?

The most important consideration is the sharing of CAD data with law enforcement officials. Sensitive information on individuals and locations are often contained in CAD, including comments from dispatchers while taking calls. This information could potentially be used by law enforcement to target members of historically marginalized communities. To mitigate this risk, the Seattle Fire Department only provides information to law enforcement officials if they are conducting an active law enforcement investigation. This is confirmed by the Public Disclosure Officer and every request and outgoing record is recorded for auditing purposes.

The Public Records ACT (RCW 42.56) is also a concern, as much of the information contained in CAD data is subject to disclosure. With the exception of medical information, there is generally not a valid exemption to exert. For example, phone numbers, addresses, and even names found in CAD data are not exempt from disclosure, so members of the public and other governmental agencies can obtain the information following a formal records request. To mitigate this, the Department's Public Disclosure Officer (PDO) will work with requesters to voluntarily redact the information before disclosure. When appropriate, the Department will provide third party notice to individuals to allow them a chance to enjoin the release of records via a court order.

1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?

Access to some information in CAD could be used by external actors to identify or target individuals or groups. In particular, CAD data sometimes include security or access information for some locations. The Department mitigates the risk of this information being disclosed by requiring all requests from external agencies to make a request to the Public Disclosure Officer and Privacy Champion, which in this case are the same individual. The PDO ensures the request and any information being disclosed are in accordance with applicable laws, such as RCW 42.56 (Public Records) and RCW 70.02 (Healthcare Information), as well as the City's Privacy Principles.

1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.

A potential unintended consequence includes the ability for external agencies, law enforcement in particular, to track the location and history of requests for services for specific locations and individuals.

A positive potential impact includes the ability to inform first responders of dangerous locations or people that may be a threat during an emergency response. For example, some premise notes in CAD alert first responders that a building has a large basement or an individual requiring a special type of care. This does have a negative aspect though, as some notes in CAD could be used to access sensitive areas or even gather information on a individual's medical history.

The best way to prevent this is to have a subject matter expert evaluate any disclosure of CAD data and instituting strict controls over who can access the information contained in CAD, steps that have already been taken by the Department. A quality assurance manager also regularly checks the data for accuracy and compliance with Department policies and procedures related to dispatching.

2.0 Public Outreach

2.1 Organizations who received a personal invitation to participate.

Please include a list of all organizations specifically invited to provide feedback on this technology.

1. ACLU of Washington	2. Ethiopian Community Center	3. Planned Parenthood Votes Northwest and Hawaii
4. ACRS (Asian Counselling and Referral Service)	5. Faith Action Network	6. PROVAIL
7. API Chaya	8. Filipino Advisory Council (SPD)	9. Real Change
10. API Coalition of King County	11. Friends of Little Saigon	12. SCIPDA
13. API Coalition of Pierce County	14. Full Life Care	15. Seattle Japanese American Citizens League (JACL)
16. CAIR	17. Garinagu HounGua	18. Seattle Neighborhood Group
19. CARE	20. Helping Link	21. Senior Center of West Seattle
22. Central International District Business Improvement District	23. Horn of Africa	24. Seniors in Action
25. Church Council of Greater Seattle	26. International ImCDA	27. Somali Family Safety Task Force
28. City of Seattle Community Police Commission (CPC)	29. John T. Williams Organizing Committee	30. South East Effective Development
31. City of Seattle Community Technology Advisory Board	32. Kin On Community Health Care	33. South Park Information and Resource Center SPIARC
34. City of Seattle Human Rights Commission	35. Korean Advisory Council (SPD)	36. STEMPaths Innovation Network
37. Coalition for Refugees from Burma	38. Latina/o Bar Association of Washington	39. University of Washington Women's Center
40. Community Passageways	41. Latino Civic Alliance	42. United Indians of All Tribes Foundation
43. Council of American Islamic Relations - Washington	44. LELO (Legacy of Equality, Leadership, and Organizing)	45. Urban League
46. East African Advisory Council (SPD)	47. Literacy Source	48. Wallingford Boys & Girls Club
49. East African Community Services	50. Millionair Club Charity	51. Washington Association of Criminal Defense Lawyers
52. Education for All	53. Native American Advisory Council (SPD)	54. Washington Hall
55. El Centro de la Raza	56. Northwest Immigrant Rights Project	57. West African Community Council
58. Entre Hermanos	59. OneAmerica	60. YouthCare
61. US Transportation expertise	62. Local 27	63. Local 2898
64. (SPD) Demographic Advisory Council	65. South Seattle Crime Prevention Coalition (SSCPC)	66. CWAC
67. NAAC		

2.2 Additional Outreach Efforts

Department	Outreach Area	Description
ITD	Social Media Outreach Plan: Twitter	Directed Tweets and Posts related to Open Public Comment Period for Group 2 Technologies, as well as the BKL event.
SPD, SFD, OPCD, OCR, SPL, SDOT, SPR, SDCI, SCL, OLS, Seattle City Council	Social Media Outreach Plan: Twitter	Tweets and Retweets regarding Group 2 comment period and/or BKL event.
ITD	Press Release	Press release sent to several Seattle media outlets.
ITD	Ethnic Media Press Release	Press Release sent to specific ethnic media publications.
ITD	Social Media Outreach Plan: Facebook Event Post	Seattle IT paid for boosted Facebook posts for their BKL event.
ITD	CTAB	Presented and utilized the Community Technology Advisory Board (CTAB) network and listserv for engaging with interested members of the public
ITD	Blog	Wrote and published a Tech Talk blog post for Group 2 technologies, noting the open public comment period, BKL event, and links to the online survey/comment form.
ITD	Technology Videos	Seattle IT worked with the Seattle Channel to produce several short informational/high level introductory videos on group 2 technologies, which were posted on seattle.gov/privacy. And used at a number of Department of Neighborhoods-led focus groups.

2.3 Scheduled public meeting(s).

Meeting notes, sign-in sheets, all comments received, and questions from the public will be included in Appendix B, C, D, E, F, G, H and I. Comment analysis will be summarized in section 3.0 Public Comment Analysis.

Location	Bertha Knight Landes Room, 1st Floor City Hall 600 4th Avenue, Seattle, WA 98104
Time	February 27, 2018; 6 p.m. – 8 p.m.
Capacity	100+
Link to URL Invite	BKL Event Invitation

2.4 Scheduled focus Group Meeting(s)

Meeting 1

Community Engaged	Council on American-Islamic Relations - Washington (CAIR-WA)
Date	Thursday, February 21, 2019

Meeting 2

Community Engaged	Entre Hermanos
Date	Thursday, February 28, 2019

Meeting 3

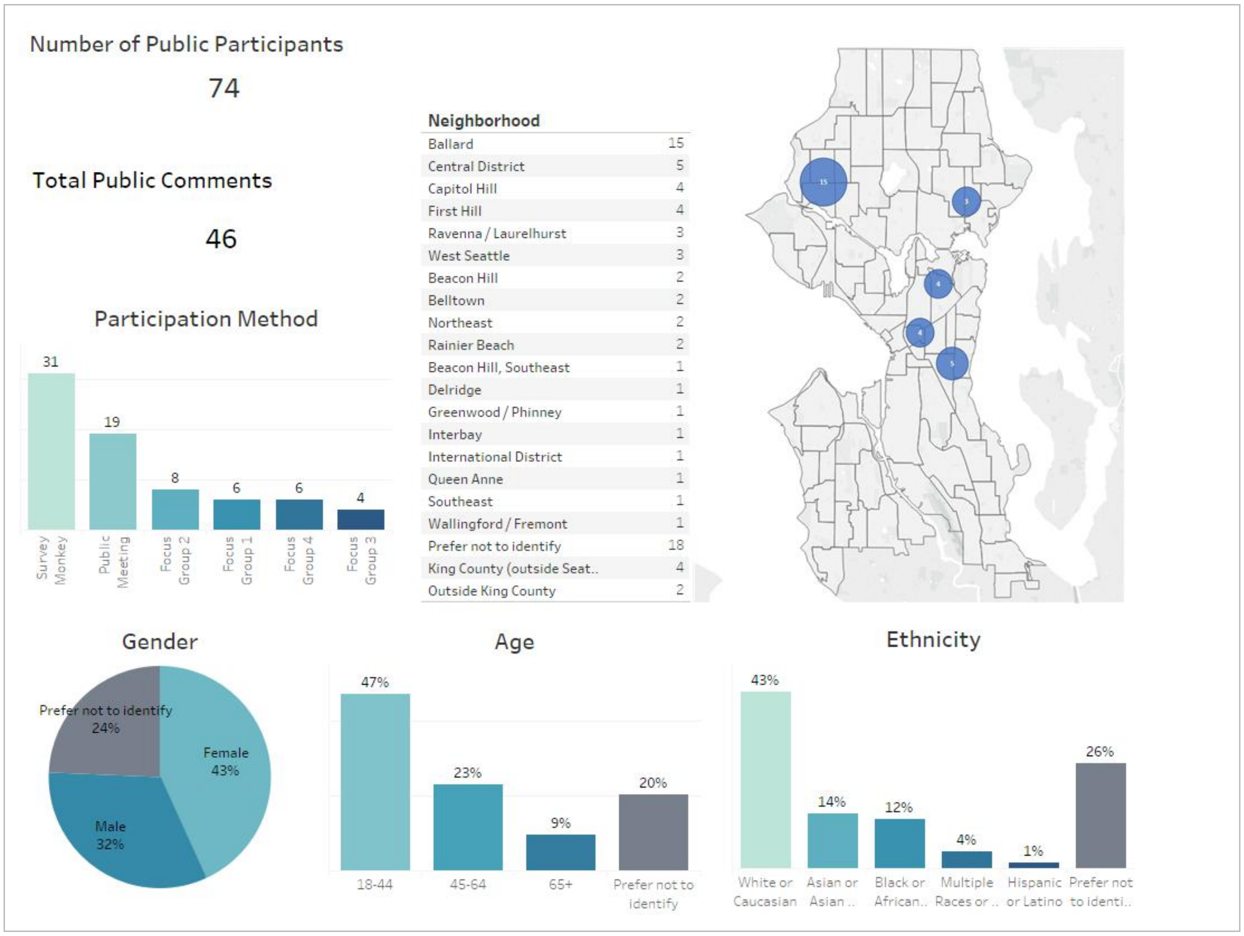
Community Engaged	Byrd Barr Place
Date	Thursday, February 28, 2019

Meeting 4

Community Engaged	Friends of Little Saigon
Date	Wednesday, February 27, 2019

3.0 Public Comment Analysis

3.1 Summary of Response Volume



3.2 Question One: What concerns, if any, do you have about the use of this technology?

Due to the low volume of responses received about this technology, a comment analysis was not able to be completed. Please see Appendix E for all comments received from the public about this technology.

3.3 Question Two: What value, if any, do you see in the use of this technology?

Due to the low volume of responses received about this technology, a comment analysis was not able to be completed. Please see Appendix E for all comments received from the public about this technology.

3.4 Question Three: What do you want City leadership to consider about the use of this technology?

Due to the low volume of responses received about this technology, a comment analysis was not able to be completed. Please see Appendix E for all comments received from the public about this technology.

3.5 Question Four: Do you have any other comments?

Due to the low volume of responses received about this technology, a comment analysis was not able to be completed. Please see Appendix E for all comments received from the public about this technology.

City of Seattle

4.0 Equity Annual Reporting

4.1 What metrics for this technology be reported to the CTO for the annual equity assessments?

The Seattle Fire Department is currently working to finalize these metrics.

Privacy and Civil Liberties Assessment

Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group ("working group"), per the surveillance ordinance which states that the working group shall:

"Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement."

Working Group Privacy and Civil Liberties Assessment

The Working Group's Privacy and Civil Liberties Impact Assessment for this technology is below, and is also included in the Ordinance submission package, available as an attachment.

From: Seattle Community Surveillance Working Group (CSWG) To: Seattle City Council

Date: June 4, 2019

Re: Privacy and Civil Liberties Impact Assessment for Computer-Aided Dispatch (Seattle Fire Department)

Executive Summary

On April 25, 2019, the CSWG received the Surveillance Impact Report (SIR) on Computer-Aided Dispatch (CAD), a surveillance technology used by the Seattle Fire Department (SFD) included in Group 2 of the Seattle Surveillance Ordinance technology review process. This document is CSWG's Privacy and Civil Liberties Impact Assessment for this technology as set forth in SMC 14.18.080(B)(1), which we provide for inclusion in the final SIR submitted to the City Council.

This document first provides background information on CAD technology (SFD) (TriTech), and then lists key concerns, outstanding questions, and recommendations on the technology.

Our assessment of CAD (SFD) focuses on three major issues rendering protections around this technology inadequate:

(1) No limits on data retention.
(2) Lack of clarity on what data is accessible to the vendor.
(3) Lack of clarity on data sharing partners.
(4) Lack of clarity on whether original contracts and privacy policies have remained unchanged as a result of the CentralSquare merger (TriTech joined a merger with 3 other companies in 2018).

Background on Computer-Aided Dispatch (CAD) (TriTech)– Seattle Fire Department (SFD)

Computer Aided Dispatch (CAD) is a suite of software packages, provided by TriTech, and used by SFD to provide unit recommendations for 9-1-1 emergency calls based on the reported problem and location of a caller. CAD allows SFD to manage emergency and non-emergency call taking and dispatching operations. The technology allows SFD to quickly enable personnel to execute rapid aid deployment.

In September 2018, TriTech joined a merger with Superion, Zuercher, and Aptean, leading to the creation of a new entity called CentralSquare.[1] Though TriTech is still the underlying technology supplying SFD with CAD services, CentralSquare is now the dispatch service provider.

To its credit, SFD clearly defines the purpose of use and specifies policies on operation and training. However, SFD should justify its data retention policies, clarify what data is retained within CAD, provide information about its data sharing partners, and clarify if the original contracts and privacy policies with TriTech have remained unchanged as a result of the CentralSquare merger.

Key Concerns

(1) **No limits on data retention.** Section 5.4 of the SIR states: “Data is retained for the life of the system.” It is not clear how indefinite retention of this data is justified by the purpose of the technology, which is management of emergency calls. Additionally, this data likely includes personally identifiable information (e.g., names, addresses, and phone numbers), but exactly what data is being retained is not clearly specified.

(2) **Lack of clarity on what data is accessible to the vendor (TriTech/CentralSquare).** It is unclear if the CAD system stores data, and what data is accessible to the vendor (e.g., call logs).

(3) **No clear limits on and terms of third party data sharing.** In Section 6.3 of the SIR, SFD states that in rare cases where CAD data is shared with partners other than those specifically named in the SIR (e.g., University of Washington’s Harborview Medical Center, American Medical Response, and King County), a third-party nondisclosure agreement is signed. However, there are no examples or details of who these other partners are and the purposes for which CAD data would be shared. Furthermore, the diagram on page 306, “Seattle Fire Department: Computer Aided Dispatch Environment”[2] depicts an SFD-owned reporting server that has a database replication of the TriTech server CAD data. That reporting server then connects to “SFDINTSPD” which in turn connects to “SPD CAD (Versaterm) & COPS Application”. The network lines on this diagram indicate that Seattle Police Department’s (SPD) access to SFD CAD data is continuous and not on an as-needed basis, and is reviewed by SFD before being supplied to SPD. Whether or not SPD has continuous/full access to SFD CAD data, and for what purpose, needs to be clarified.

[1] https://www.centralsquare.com/article/superion-tritech-zuercher-and-apteans-public-sector-business-merge-form-centralsquare

(4) **Lack of clarity on whether original contracts and privacy policies have remained unchanged as a result of the CentralSquare merger.** Due diligence should be exercised to ensure that CentralSquare is keeping up to date with industry best practices for security and data protection, and that the original contracts and privacy policies as described in the SIR have remained unchanged as a result of the merger.

Outstanding Questions

- Does the CAD system itself store data? If so, what data and for how long? Who can access that data?
- What is the exhaustive list of SFD's data sharing partners? For what purpose is data shared with them? Is there a contract or NDA with each one?
- Does SPD have continuous/full access to SFD CAD data or is that data provided on an as-needed basis after review by SFD? If not, what limits the scope of data sharing with SPD?
- Have the original contracts and privacy policies as described in the SIR remained unchanged as a result of the CentralSquare merger?

Recommendations

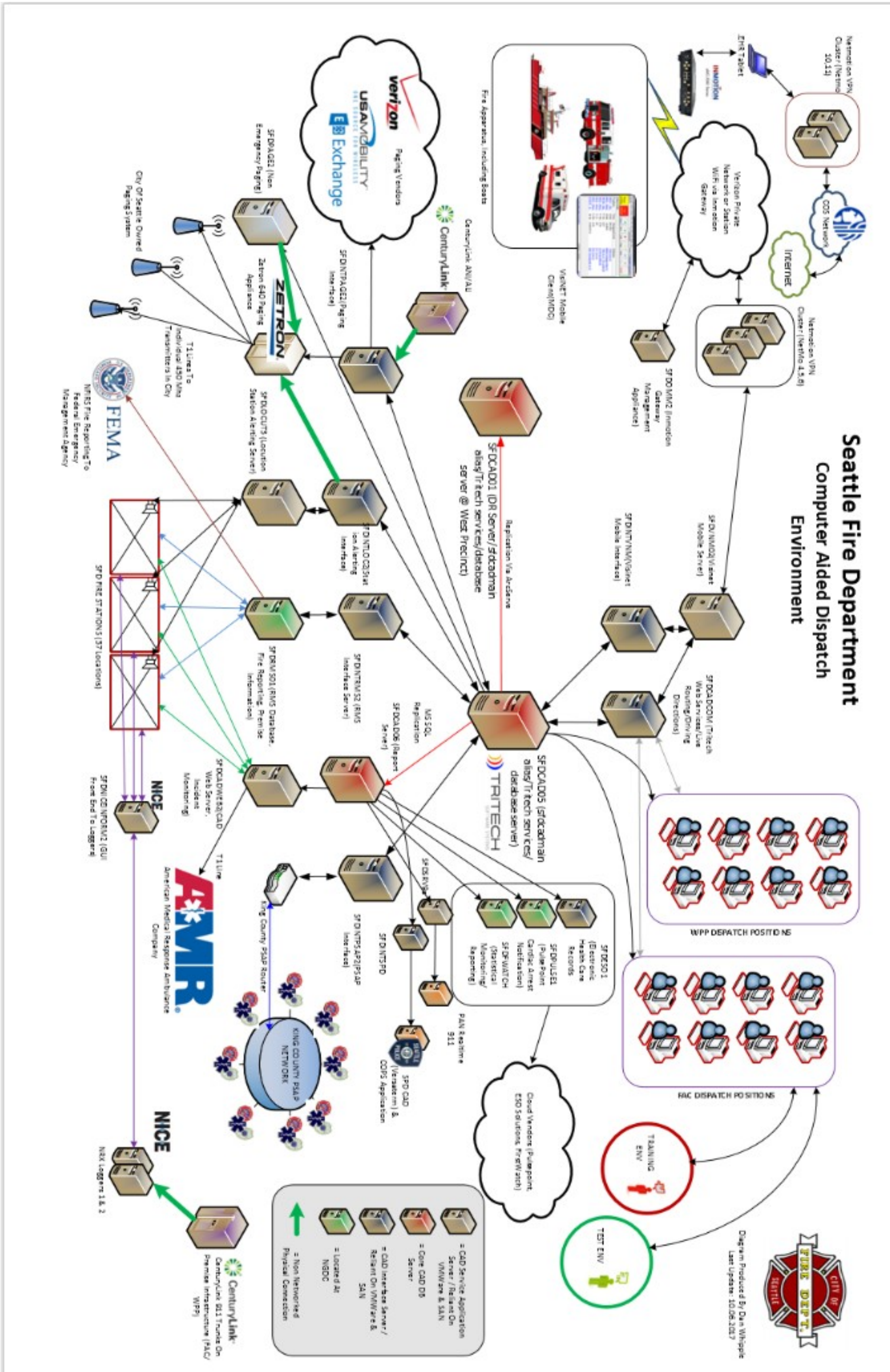
Depending on the answers to the questions above, additional recommendations may be added.

The Council should ensure that SFD adopt clear and enforceable policies that ensure, at a minimum, the following:

(1) The purpose of use of CAD (SFD) must be clearly defined as emergency operations, and its operation and data collected must be explicitly restricted to that purpose only.
(2) Data retention must be limited to the time needed to effectuate the purpose defined (i.e., CAD data that is no longer needed must be promptly deleted)—in other words, the current indefinite retention policy should be justified or ended.
(3) Data sharing with third parties, if any, must be limited to those held to the same restrictions as SFD, and all partnerships and data flows between SFD and third parties must be explicitly disclosed and protected by written agreements.
(4) Clear policies must govern operation of CAD, and all operators should be trained in those policies.

[2] See Appendix 1: Seattle Fire Department: Computer Aided Dispatch Environment

Appendix 1: Seattle Fire Department: Computer Aided Dispatch Environment



Appendix A: Glossary

Accountable: (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

Community outcomes: (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

Contracting equity: (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

DON: “department of neighborhoods.”

Immigrant and refugee access to services: (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

Inclusive outreach and public engagement: (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

Individual racism: (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

Institutional racism: (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

OCR: “Office of Civil Rights.”

Opportunity areas: (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

Racial equity: (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

Racial inequity: (taken from the racial equity toolkit.) When a person's race can predict their social, economic, and political opportunities and outcomes.

RET: "racial equity toolkit"

Seattle neighborhoods: (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

Stakeholders: (taken from the racial equity toolkit.) Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

Structural racism: (taken from the racial equity toolkit.) The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

Surveillance ordinance: Seattle City Council passed ordinance 125376, also referred to as the "surveillance ordinance."

SIR: "surveillance impact report", a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance 125376.

Workforce equity: (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.

Appendix B: Meeting Notice(s)

City Surveillance Technology Fair

February 27, 2018

6:00 p.m. – 8:00 p.m.

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

Join us for a public meeting to comment on a few of the City's surveillance technologies:

Seattle City Light
- Binoculars
- Sensorlink Ampstik
- Sensorlink Transformer Meter

Seattle Department of Transportation
- Acyclica

Seattle Fire Department
- Computer Aided Dispatch

Seattle Police Department
- 911 Call Logging Recorder
- Computer Aided Dispatch
- CopLogic

Can't join us in person?

Visit www.seattle.gov/privacy to leave an online comment or send your comment to **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124.** The Open Comment period is from **February 5 - March 5, 2019.**

Please let us know at Surveillance@seattle.gov if you need any accommodations. For more information, visit Seattle.gov/privacy.

Surveys, sign-in sheets and photos taken at this event are considered a public record and may be subject to public disclosure. For more information see the Public Records Act RCW Chapter 42.56 or visit Seattle.gov/privacy. All comments submitted will be included in the Surveillance Impact Report.

Giám Sát Thành Phố Hội Chợ Công Nghệ

ngày 27 tháng 2 năm 2019

6 :00 giờ chiều – 8:00 giờ chiều

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

Hãy tham gia cuộc họp công cộng cùng chúng tôi để nhận xét về một số công nghệ giám sát của Thành phố:

Seattle City Light

- Ống nhòm quan sát
- Sensorlink Ampstik
- Đồng hồ đo máy biến áp của Sensorlink

Seattle Department of Transportation (Sở Giao Thông Vận Tải Seattle)

- Acyclica

Seattle Fire Department (Sở Phòng Cháy Chữa Cháy Seattle)

- Hệ Thống Thông Tin Điều Vận Có Máy Tính Trợ Giúp

Seattle Police Department (Sở Cảnh Sát Seattle)

- Hệ Thống Ghi Âm Cuộc Gọi 911
- Hệ Thống Thông Tin Điều Vận Có Máy Tính Trợ Giúp
- CopLogic

Quý vị không thể tới tham dự trực tiếp cùng chúng tôi?

Hãy truy cập www.seattle.gov/privacy và để lại nhận xét trực tuyến hoặc gửi ý kiến của quý vị tới **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124.** Giai đoạn Góp Ý Mở từ **Ngày 5 tháng 2 - Ngày 5 tháng 3 năm 2019.**

Vui lòng thông báo cho chúng tôi tại Surveillance@seattle.gov nếu quý vị cần bất kỳ điều chỉnh nào. Để có thêm thông tin, hãy truy cập Seattle.gov/privacy.

Các khảo sát, danh sách đăng ký và ảnh chụp tại sự kiện này được coi là thông tin công cộng và có thể được tiết lộ công khai. Để biết thêm thông tin, hãy tham khảo Public Records Act (Đạo Luật Hồ Sơ Công Cộng) RCW Chương 42.56 hoặc truy cập Seattle.gov/privacy. Tất cả các ý kiến đóng góp mà quý vị gửi đến sẽ được đưa vào Báo Cáo Tác Động Giám Sát.

Eksibisyon ng Teknolohiya Sa Pagmamatyag sa Lungsod

Pebrero 27, 2019

6:00 p.m. - 8:00 p.m.

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

Samahan kami para sa isang pampublikong pagpupulong upang magbigay ng komento sa ilan sa mga teknolohiya sa pagmamanman ng Lungsod:

Seattle City Light
- Mga Binocular
- Sensorlink Ampstik
- Sensorlink Transformer Meter

Seattle Department of Transportation (Departamento ng Transportasyon ng Seattle)
- Acyclica

Seattle Fire Department (Departamento para sa Sunog ng Seattle)
- Pagdispatsa sa Tulong ng Computer

Seattle Police Department (Departamento ng Pulisya ng Seattle)
- Rekorder ng Pagtawag sa 911
- Pagdispatsa sa Tulong ng Computer
- CopLogic

Hindi kami masasamahan nang personal?

Bumisita sa www.seattle.gov/privacy upang mag-iwan ng online na komento o ipadala ang iyong komento sa **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124.** Ang panahon ng Bukas na Pagkomento ay sa **Pebrero 5 - Marso 5, 2019.**

Mangyaring ipaalam sa amin sa Surveillance@seattle.gov kung kailangan mo ng anumang tulong. Para sa higit pang impormasyon, bumisita sa Seattle.gov/privacy.

Itinuturing na pampublikong rekord ang mga survey, papel sa pag-sign-in at mga larawan na makukuha sa pangyayaring ito at maaaring mapasailalim sa paghahayag sa publiko. Para sa higit pang impormasyon, tingnan ang Public Records Act (Batas sa Mga Pampublikong Rekord) RCW Kabanata 42.56 o bumisita sa Seattle.gov/privacy. Isasama ang lahat ng isinumiteng komento sa Surveillance Impact Report (Ulat sa Epekto ng Pagmamanman).

Feria de tecnología de vigilancia ciudadana

27 febrero de 2019

De 6:00 p. m. a 8:00 p. m.

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

Acompáñenos en la reunión pública para dar su opinión sobre algunas de las tecnologías de vigilancia de la ciudad:

Seattle City Light
- Binoculars
- Sensorlink Ampstik
- Sensorlink Transformer Meter

Seattle Department of Transportation (Departamento de Transporte de Seattle)
- Acyclica

Seattle Fire Department (Departamento de Bomberos de Seattle)
- Computer Aided Dispatch

Seattle Police Department (Departamento de Policía de Seattle)
- 911 Call Logging Recorder
- Computer Aided Dispatch
- CopLogic

¿No puede asistir en persona?

Visite www.seattle.gov/privacy para dejar un comentario en línea o enviar sus comentarios a **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124.** El período de comentarios abiertos es desde el **5 de febrero al 5 de marzo de 2019.**

Avísenos en Surveillance@seattle.gov si necesita adaptaciones especiales. Para obtener más información, visite seattle.gov/privacy.

Las encuestas, las planillas de asistencia y las fotos que se tomen en este evento se consideran de dominio público y pueden estar sujetas a la difusión pública. Para obtener más información, consulte la Public Records Act (Ley de Registros Públicos), RCW capítulo 42.56, o visite Seattle.gov/privacy. Todos los comentarios enviados se incluirán en el Informe del efecto de la vigilancia.

Kormeerida Bandhigga Tiknoolajiyada ee Magaalada

Feebaraayo 27, 2019

6:00 p.m. - 8:00 p.m.

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

Nagulasoo biir bandhigga dadweynaha si fikir looga dhiibto dhawr kamid ah aaladaha tiknoolajiyada ee City surveillance:

Seattle City Light

- Binoculars
- Sensorlink Ampstik
- Sensorlink Cabiraha mitirka Gudbiyaha

Seattle Department of Transportation
(Waaxda Gaadiidka ee Seattle)

- Acyclica

Seattle Fire Department
(Waaxda Dab damiska ee Seattle)

- Adeeg Qaybinta Kumbuyuutarka loo adeegsado

Seattle Police Department
(Waaxda Booliiska ee Seattle)

- Qalabka Duuba Wicitaanada 911
- Computer Aided Dispatch
- CopLogic

Nooguma imaan kartid miyaa si toos ah?

Booqo barta www.seattle.gov/privacy si aad fikirkaaga oonleen ahaan uga dhiibato **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124.**

Mudada Fikrad Dhiibashadu furantahay waxay kabilaabanaysaa **Feebaraayo 5 - Maarso 5, 2019.**

Fadlan noogusoo gudbi ciwaankaan Surveillance@seattle.gov hadaad ubaahantahay hooy laguusii qabto. Wixii macluumaad dheeri ah, booqo Seattle.gov/privacy.

Xog aruurinada, waraaqaha lasaxixaayo iyo sawirada lagu qaado munaasabadaan waxaa loo aqoonsanayaa diiwaan bulsho waxaana suuragal ah in bulshada lagu dhex faafiyo. Wixii macluumaad dheeri ah kafiiri Public Records Act (Sharciga Diiwaanada Bulshada) RCW Cutubkiisa 42.56 ama booqo Seattle.gov/privacy. Dhammaan fikradaha ladhiibto waxaa lagusoo darayaa Warbixinta ugu danbaysa ee Saamaynta Qalabka Muraaqabada.

城市监控技术博览会

2019 年 2 月 27 日

下午 6:00 至下午 8:00

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 9810

加入我们的公众会议，留下您对纽约市监控技术的意见：

Seattle City Light
- 望远镜
- Sensorlink Ampstik
- Sensorlink 变压器表

Seattle Department of Transportation（西雅图交通局）
- Acyclica

Seattle Fire Department（西雅图消防局）
- 计算机辅助调度

Seattle Police Department（西雅图警察局）
- 911 通话记录录音器
- 计算机辅助调度
- CopLogic

无法亲自前来？

访问 www.seattle.gov/privacy 发表在线评论或将您的意见发送至 **Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124。开放评论期：2019 年 2 月 5 日至 3 月 5 日。**

如果您需要任何住宿服务，请通过 Surveillance@seattle.gov 联系我们。要获得更多信息，请访问 Seattle.gov/privacy。

此次活动中的调查、签到表和照片被视为公共记录，可能会被公开披露。有关更多信息，请参阅 Public Records Act（信息公开法）RCW 第 42.56 章或访问 Seattle.gov/privacy。提交的所有意见都将包含在监控影响报告内。

도시 감시 기술 박람회

2019 년 2 월 27 일
오후 6:00 - 오후 8:00

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

공개모임에 참여하시고, 도시 감시 기술과 관련한 의견을 공유해 주십시오.

Seattle City Light
- 쌍안경
- Sensorlink Ampstik
- Sensorlink 변압기 미터

Seattle Department of Transportation(시애틀 교통국)
- Acyclica

Seattle Fire Department(시애틀 소방국)
- 컴퓨터 지원 출동 지시

Seattle Police Department(시애틀 경찰국)
- 911 전화 기록 녹음기
- 컴퓨터 지원 출동 지시
- CopLogic

현장 참여가 어려우신가요?

www.seattle.gov/privacy 를 방문하셔서 온라인 의견을 남기시거나 Surveillance and Privacy Program, Seattle IT, PO Box 94709, Seattle, WA 98124 로 의견을 송부해 주시기 바랍니다. 공개 의견 수렴 기간은 2019 년 2 월 5 일 - 3 월 5 일입니다.

편의사항이 필요하신 경우 Surveillance@seattle.gov 로 문의해 주시기 바랍니다.
자세한 정보는 Seattle.gov/privacy 를 참조해 주십시오.

본 행사에서 수집된 설문 조사, 참가 신청서 및 사진은 공개 기록으로 간주되며 일반에 공개될 수 있습니다. 자세한 사항은 Public Records Act(공공기록물법) RCW 챕터 42.56 을 참조하시거나, Seattle.gov/privacy 를 방문하시기 바랍니다. 제출된 모든 의견은 감시 영향 보고서에 수록됩니다.

城市監視
技術展覽會

2019 年 2 月 27 日
下午 6:00 至下午 8:00

Bertha Knight Landes Room, 1st Floor City Hall
600 4th Avenue, Seattle, WA 98104

加入我們的公眾會議，留下您對紐約市監視技術的意見：

Seattle City Light

- 望遠鏡
- Sensorlink Ampstik
- Sensorlink 變壓器表

Seattle Department of Transportation（西雅圖交通局）

- Acyclica

Seattle Fire Department（西雅圖消防局）

- 電腦輔助發送

Seattle Police Department（西雅圖警察局）

- 911 通話紀錄錄音機
- 電腦輔助發送
- CopLogic

無法親自前來？

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Appendix C: Meeting Sign-in Sheet(s)

Neighborhood
☐ Ballard
☐ Belltown
☐ Beacon Hill
☐ Capitol Hill
☐ Central District
☐ Columbia City
☐ Delridge
☐ First Hill
☐ Georgetown
☐ Greenwood / Phinney
☐ International District
☐ Interbay
☐ North
☐ Northeast
☐ Northwest
☐ Madison Park / Madison Valley
☐ Magnolia
☐ Rainier Beach
☐ Ravenna / Laurelhurst
☐ South Lake Union / Eastlake
☐ Southeast
☐ Southwest
☐ South Park
☐ Wallingford / Fremont
☐ West Seattle
☐ King county (outside Seattle)
☒ Outside King County
☐ Prefer not to identify

Race/Ethnicity
☐ American Indian or Alaska Native
☒ Asian
☐ Black or African American
☐ Hispanic or Latino
☐ Native Hawaiian or other Pacific Islander
☒ White
☐ Prefer not to Identify

Age
☐ Under 18
☒ 18-44
☐ 45-64
☐ 65+
☐ Prefer not to identify

Gender
☐ Female
☒ Male
☐ Transgender
☐ Prefer not to identify

Neighborhood
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Race/Ethnicity
☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Hispanic or Latino
☐ Native Hawaiian or other Pacific Islander
☐ White
☐ Prefer not to Identify
☐ Include Middle Eastern

Age
☐ Under 18
☒ 18-44
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☐ 65+
☐ Prefer not to identify

Gender
☒ Female
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Neighborhood

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Gender

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Appendix D: Department of Neighborhood Focus Group Notes

Friends of Little Saigon (FOLS)

Please select which technology you wish to comment on:

☐SCL: Binoculars	☐SCL: Sensorlink Transformer Meter (TMS)	☐SFD: Computer-Aided Dispatch	☐SPD:9-11 Call Recorder
☐SCL: Sensorlink Ampstik	☐SDOT: Acyclica	☐SPD: Computer-Aided Dispatch	☒SPD: CopLogic

What concerns, if any, do you have about the use of this technology?

- Will they keep the data safe on coplogic?
- Can it be hacked?
- What if you report your neighbour and your neighbour hacks the system and find out?
- What is the money amount limit for coplogic / Why is there a limit for coplogic?: (a community member says that she believes that the limit $500 or under, but it’s hard to have a limit because a lot of packages cost more than $500 such as electronics get stolen and you won’t be able to report it online)
- The departement is having all these technologies being used but not letting the public aware of it
- Coplogic is not clear and is confusing to use (what you can report and what you can't report)
- If coplogic is known by the community would they use it ? (Community members agreed that no one would use coplogic because it’s not in Vietnamese. Not even people who speak english fluently even use it.
- Many community members don't trust the system)

What value, if any, do you see in the use of this technology?

- Coplogic has been going on for a few years it's not very effective. The only effective thing is that coplogic is doing saving police hours and time.

What do you want City leadership to consider about the use of this technology?

- Most of the time, our community don’t report things because they don’t trust the system, they often tell someone that they trust a friend. Is there an option that someone and report a crime for someone else?

Other comments:

- The government should be more transparent with the technology system with the public.
- The translation is much far removed from the actual Vietnamese language.
- The translation is very hard to understand, the language is out of context (The flyer is poorly translate)
- Is there resources to support these technologies? Is there translations so that it is accessible for everyone? Will this accommodate everyone?
- Police should have a software that connects them to translation and interpretation right away instead of having to call a translator
- How will other people know of the technology if they can't come to focus group meetings? Such as flyers? Social media? Etc.
- Besides face to face meetings, are there plans to execute this information of the technology and surveillance to the community?
- Will the City of Seattle go to community events, temple, the church to reach out to the community and explain the technologies?
- These technologies are taking a part of our taxes, so everyone should know. It should be for everyone to know, not only catered to one group or population.

Are there any questions you have, or areas you would like more clarification?

- How effective are the tools/technology?
- How many people know of these technologies? Provide statistics
- What are the statistics of the coplogic?
- What is the data and statistics for coplogic and what are people reporting?
- What is the most common crime that they are reporting?
- And how effective is coplogic based on the statistics and data?

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What concerns, if any, do you have about the use of this technology?

- CAD did not work from experience. A community member said that they reported that they needed assistance at 10:00pm and no one showed up, then had to call 911 at 12:00am and someone finally showed up at 4:30am
- Why create more options and technologies if the police department and government can not support it? It's a waste of time and money (taxes). Should have enough personals before they implement technology.
- Government should have enough personals to support translation if they choose to translate.

What do you want City leadership to consider about the use of this technology?

- The city should focus on having the community review the technologies that are yet to be implemented.
- The Vietnamese community is not getting the information we need to report crimes

Other comments:

- Engagement is very important. Engaging the community and engaging different demographics.
- Friday night, Saturdays, and Sunday afternoon work the best for the Vietnamese community.
- If the city wants to involve the vietnamese community and engage the Vietnamese community, it is important to accommodate with our community It is important to proofread the translation, have 3 people proofread. Someone
pre 1975, post 1975 and current Vietnamese language. The government clearly does not proofread the translation.

Council on American Islamic Relations, Washington (CAIR-WA)

Focus Group with Council on American-Islamic Relations, Washington
Thursday, Feb. 21, 2019
Technology Discussed: CopLogic

1. Do you have concerns about this specific technology or how it's used?
    - Having used the system myself the one thing I noted was the type of report you can file, they ask questions like if you knew the suspect, and if you're saying no I don't know who did it. and you check a box that says I understand that no one is going to investigate this
        - What is the point of having a system in place than If no one is going to investigate it
        - It is for common things like my car is broken into and stuff was taken out of my car, you can file it if you need a report for insurance. But if you were to call that and report to the police, they wouldn't come for days
    - So for example if I can be a straight up Islamophobe and I can see a Muslim woman and make a bunch of false reports online, and how long would it take for someone to say I see you making all these reports. Because people can make so many different reports, how do you deal with that
        - There are very limited types of reports that it will accept. So if someone wanted to report graffiti and they were reporting more hate crime related graffiti an officer will review the report
        - So I think the review process would be really important
    - Another barrier is that it's an online system so we need to think about wifi access and there is this assumption that everyone has access to internet and computers. And what I'm hearing is that people can just file a report at a click of their finger. And if these people can do that on their computer what stops them from being able to file all these cases about certain groups and individuals.
    - Additional there have been cases in the past where people are abusing reporting system. This one doesn't allow you to report against known suspect but I could see that happening in the future so I wanted that to be mentioned. The other thing under protection is says all activity can be stored and the data Is monitored by lexis nexus… and this company does a lot of research on crime mapping which brings up some of the concerns on like CVE
        - But what you are saying is that lexis nexus does other mapping that it can use this information for
        - Yes, because I want to clarify what is the technological ambition of SPD because I don't think this would work well in the communities that SPD is supposed to served. And I would want a contract review of what lexis nexus does. Will the info stay on the data and server of lexis nexus, what happens to it
    - Another thing is has SPD given Lexis nexus to use this in any of the research data they do, because they put out a lot of information regarding mapping, and crime control. And what information are they allowed to take

- We have seen recently people doing interesting things when reporting crimes. I think its important to realize that when reporting crime people have a different perception when reporting crime. People will see you in a certain neighborhood and might think they stole that car, or are doing something bad here. So when we give people the ability to report online we need to be concerned with accessibility about people being able to report freely… and we saw for a year that if an African American person came to use a swimming pool someone can call and say they don't live here. I think SPD is trying alleviate some of those calls they are getting, but I don't think this is the solution to the problem
- What is the logic behind this overall, because is seems like it presents more cons than pros, and what is analytics database you use to look at these reports. Because when I am using government data base I can see where I need more surveillance etc. so we are getting all these open wholes in the system. Is this a right wing Donald trump agenda to watch neighbors of color and surveillance
- I think im more concerned with where does this information end up and how is it used
- What is the usefulness of the information that is not followed up on. And how does it help the people it's actually serving? So for example someone works for an anti-Muslim white supremacy group and they have people in different areas report issues about different Muslim groups in Seattle how do you prove the validity of these information and make sure they aren't just causing harm

2. What value do you think this brings to our city?
   - I think technology saves time, money, makes filing a report easy, I had to do that once it takes a lot of time.
   - I appreciate that it is easier so something like a hit or run or a car breaking in, that's fine.
3. What worries you about how this is used?
   - The only issues I can think of right now is it seems like it would be very easy to make a fraudulent report or a report that is for a small thing that you can make into a big thing, like the things you see go viral on the internet. So now it seems like the barrier to making a police report is smaller
   - I agree I think the bar is lowered and different people are perceived differently. And we have seen how SPD criminalizes different communities for behaviors that don't need to be criminalizing
   - A lot of different kinds of reports have to do with peoples perceived notion, so my concern comes from how do we make sure that this kind of technology isn't used to map our where Muslims live/are, and there types of religious belief. Or isn't being used to monitor them. How do we ensure that this isn't used to map our communities
   - The only comment I have that in the forms I have filled out is it won't allow you to fill out the form if you are naming a specific individual, you can name a group, but a not a person. The following criteria is there no known suspects, it happens in Seattle, so things like thefts. So you can report, graffiti, identity theft, credit card fraud, simple shop lift. So when I click report it says if you have a suspect it says please call. And when I press report it allows me to report anonymously, so I could report against a community with no follow up

   - Well that doesn’t stop them from targeting al-Noor masjid, or Safeway in new holly, or new holly gathering hall, and it can target the people in that community. And people don’t feel comfortable with increase police presences, so it targets area if not targeting people
- When I was buying the house in Dallas (participant currently still lives/works/plays in Seattle) one of the first things I did was looking at a crime map and based off of that if someone is making a lot of reports can that be used for crime mapping because than that can lower the property value. And if the police isn’t following up then how is it being used
- Its definitely possible for people to report inaccurate information

4. What recommendations would you give policy makers at the City about this technology?
   a. But my concern is reporting someone that can really target people of color. And that happens much more threatening to people. So the concept of an upset black women is more intimidating than an upset women that is another race and how many times will behavior like that be reported. Or how many times will a black man be reported against because it seems scary. So I think it lowers the bar when you don’t have to talk to an individual when you don’t have to talk to a police
   b. My questions are, how accessible are cop logic to people who don’t read or speak English. How is SPD going to do what they can to make sure that this doesn’t negatively impact communities they are already having issues with like the Sea Tac community that already feels threaten and criminalized by communities.

5. Can you imagine another way to solve the problem this technology solves?
   - So the SPD is very data driven these days and the one thing we repeat is report report report, call 911 and report online whatever you thinking is happening because all of that goes into their data base and is used for them to use resources and put police based off of where there is more crime. The report report report mentality assumes there are good relationships between the community and police, so even if someone doesn’t do something bad, I don’t know that they would feel comfortable reporting, even if online
   - From the community I have come from I am almost certain that they haven’t even used online reporting so how do we make sure that we are giving everyone access to use online reporting. And there are certain crimes that are so common in areas that they don’t even report it because they think the police should already know about it
   - I think the department should solely rely on the technology only as a way of collecting info they should still use in personal resources to actively participant in local community and make connections you can’t rely only on this technology alone to do this

6. Other comments
   a. Also in this day in age we need to consider that immigration is a issue, and this administrative has blended the different agencies so people have a hard time knowing where SPD starts and ICE starts and those lines have been blurred and that is a real concern for many families

Council on Islamic Relations, Washington (CAIR-WA)

Focus Group with Council on American-Islamic Relations, Washington

Thursday, Feb. 21, 2019

Technology Discussed: Binoculars/Spotting Scope

1. Do you have concerns about this specific technology or how it's used?
   . People in our community don't have the access to say or be apart of these conversation. A lot of these people are literate, and might not have the same cultural values. For Muslim women there are a type of consent that you have when you walk outside and are covered in a certain away versus when you are in the privacy of your own home. And people might not have that cultural and religious awareness
   a. I had one quick concerns, as far as the data that is collected using these binoculars, who has access to it
      - Seattle City Light: Information goes into the billing system, which customers can access if they have the automated reader but do not have access to under the current system
   - I know the focus is on binoculars but my mind is on new technologies and when people who are consumers and feel like I am overcharged how do I follow up and get those issues resolved. For systems that are completed based off of technologies how will I know if that data is being altered.

   b.
2. What value do you think this brings to our city?
   . I would just add this is more my general comments I think its good that Seattle city lights is providing notifications to people when this is happening. Are they wearing something visible that show people they are from Seattle city lights? And is there a way for people to complain?
      - Yes they are wearing vests that are very visible. Yes we have a couple different avenues the easiest is to call the customer service line and to submit a complaint there
3. What worries you about how this is used?
   . My primary concerns on my end is if someone is looking into my home with binoculars its a privacy concern. Most Muslim women wear hijab and I don't feel comfortable if someone is using binoculars looking from the outside when we are not wearing the hijab. My concern is that it is a huge invasion of privacy
   a. I have a question as the women expressed the feeling of people reading the meters with binoculars, if the meter has abnormal behavior or is in a different place of the house. Have there been situations where someone sees the person

looking at someone house with binoculars, and they might not have gotten notified. Or the meter might be on the opposite side of where they are looking. Are they getting background checks? Or are complaints being followed up

- Seattle City Light: Yes all city employees have background checks, and if a complaint gets called in they will go through disciplinary actions
- What are the average times for disciplinary actions. How long is the process for a full investigation
- Seattle City Light: It's a multiple step process in terms of different levels. There are warnings, and if there was undo actions. Timeline really depends, I'm not sure
- Cause I think that people who go through the different nuances of how privacy can be breach that is just the end all be all of how privacy can breach so I think there needs to be policy put in place so that people don't have their privacy breach and they are being monitored by a pedophile

4. What recommendations would you give policy makers at the City about this technology?
   . When I look at the Seattle city of light they do a lot of estimated guesses and as a consumer they might give you a $500 fee based off of the estimated guesses so I think it is important to have some sort of device that better clearly shows how much you use

5. Can you imagine another way to solve the problem this technology solves?
   . My other question is if its actually not efficient why do you get the option to opt out (of the new automated system). If there is an old school way of doing it that involves a breach of privacy because these are human beings using the binoculars, so If this other option is better why are people having the ability to opt out.
6. Other comments: (Many comments were discussed over Seattle City Light's upcoming change from binocular use to automated meter readers)
   . Who opted out was it home owners?
   a. When we go to a place with 12 tenements do all 12 of them have the ability to opt out or in, or just the owners of the building?
   b. Each home owner has a schedule provided to them and it is a 3 day period which they can come in and look at the system
   c. Is there a cost to them to have the new meter.
      - Seattle City Light: There is no cost with getting the new meter, but there is still a cost If we have to send someone out there to read it
      - What I don't understand is why the new practice is not to just use the new system since that is more accurate and it is doesn't require binoculars
      - What is the cost of opting out

    - Seattle City Light: There is a flat rate
- I was gonna reiterate when we talk about equity and equitable practices. You can opt out (of the automated system) but there is a fee. And it makes me think how much of It is a choose if one of these you have to pay for and the other one is free. So that sounds a little problematic when looking at choices of equity. I think choices are great, but also people need to be well informed. Like people within the community need to have more clear information to make the best decision for themselves
- Going back to people who make the decision. I want the person who are living in the house to know what decision is being made. So not just the person who owns the house, but the person living in the home. And not everyone it literate and not everyone speaks English. And its really important that you are giving them information they can actually consume. Instead of giving them notices they cant read

Council on Islamic Relations, Washington (CAIR-WA)

Focus Group with Council on American-Islamic Relations, Washington
Thursday, Feb. 21, 2019
Technology Discussed: Acyclica

1. Do you have concerns about this specific technology or how it's used?
   - Where does this data go? Does it go to SDOT? Google maps?
   - My other question is, it said whatever is being transferred is encrypted. All encrypted means to me is getting data from one device to another will be transferred without it being intercepted. What I don't know is, how much information are people getting
   - My concern is related to data, yeah we like to use gps. But what is the perimeter, what is the breach of access. Where is the data being used, and what can that turn into. we might be okay if the data is only being used for traffic related updates, but they might use it for more
   - I also would like to see how acyclica actually does what they do. They are using a lot of words that normally don't know. So I want to know how exactly they are hashing and salting. So for them to be clear about how they doing it. like when whatsapp encrypted they didn't give us the exact code but told us how they are doing it
   - Asking for a greater transparency for how they are doing this
   - I think the purpose of it is really important but the biggest concern is collecting all of this information without consent of passersby.
   - So the specific identifier that acyclica uses it mac addresses? You could potentially use that number to track that phone for the lifetime of the phone, for as long as that phone is on and being used. And that is very concerning.
   - Also I want to understand more where is this data going, and I want to know if this data is going to be used for future projects.
   - I want to ask is this something people opt into
   - People don't even know this is being used

2. What value do you think this brings to our city?
   - I like getting places and I like getting traffic information.
3. What worries you about how this is used?
   - What I don't like is you using my phone to get that information. I want whatever is in my cellphone to be protected. And I wanna know what you can access
   - I think based on Seattle and Seatac's higher up wanting to monitor and map out Muslims and where they are, and I don't like people being able to use our phone to track our location or actions they might think is violent. So based off of Seattle's track record and law enforcement agencies I don't like it
   - People who live outside of Seattle are also being impacted by it anytime they drive in Seattle

- Could someone "opt out" by having wifi disabled on their device? I don't know if this covers cell towers. Because if it covers cell towers the only thing you could is having your phone on airplane mode

4. What recommendations would you give policy makers at the City about this technology?
    - I think the big question is why aren't we using other vendors, like I mentioned google maps, or waze, in fact komo 4 uses ways. Where other options we're looked at, and what were the trade off there's. And I want to see some transparency between the decision-making processes
    - I don't think this data should be shared with other private agencies, or other interagency programs
    - If all you're looking at is traffic flow, why are you not using the sensors in the road to give traffic flow updates.
    -
5. Can you imagine another way to solve the problem this technology solves?
    - I don't know if this already exists but something that makes it that data can't be used from one technology and use it for a different purposes
    - I think speaking from an industry perspective that is really important to have a processes for. Because all of this data is being used regardless of if you live in Seattle, or people live in different countries even who are visiting. That data is being collected. My understanding is that SDOT doesn't get the data directly. So my concern is how long can acyclica keep this data, use this data. Why wasn't a different option used, one in which some sort of consent can be used, so something like waze, google maps where people can opt in can get that information.
    - Road sensors or ways to count cars
    - I think its better to count cars than phones, because there is some expectation that your car will be monitored.
    - Using vehicle level granularity

Entre Hermanos

Please select which technology you wish to comment on:

☐SCL: Binoculars	☐SCL: Sensorlink Transformer Meter (TMS)	☐SFD: Computer-Aided Dispatch	☐SPD:9-11 Call Recorder
☐SCL: Sensorlink Ampstik	☒SDOT: Acyclica	☐SPD: Computer-Aided Dispatch	☐SPD: CopLogic

1) What concerns, if any, do you have about the use of this technology?

El uso de wifi en Acyclica porque pueden obtener toda la información de los teléfonos.

Si vale la pena la inversión

Enfocando al grupo: La tecnología ya está instalada. que les preocupa de su uso?

El tráfico sigue igual.

Quien usa o almacena la información.

La preocupación es la colección de data.

Colección y almacenamiento de información es la mayor preocupación.

No es la colección de data lo alarmante sino los recursos (dinero utilizado) ya que o la tecnología no están funcionando porque el tráfico sigue igual. No hay cambio con la nueva tecnología, esos gastos no son válidos ya que no hay resultados. Esos gastos pudieran ser utilizados para la comunidad.

También tienen que ver si la tecnología emite radiación o alguna otra cosa dañina; perjudicial a la salud.

El gobierno tiene todos los datos.

No necesitan esta tecnología para tener los datos porque ya existen métodos para eso, incluso aplicaciones o alguna otra cosa.

La otra preocupación del grupo es que no haya un cambio al problema que se quiere resolver. En el caso de Acrylica sería el mejorar el tráfico.

- Tecnologías como esta necesitan recolectar más opiniones de expertos.
- Sería bueno que la información sea compartida con la comunidad. (Transparencia en fines y objetivos de la tecnología y datos guardados, tácticas implementadas.)

2) What do you want City leadership to consider about the use of this technology?

Hay lugares donde no se necesitan. En algunas partes de Magnolia, Queen Anne, Northgate, no se ocupan.

Seguimiento de pregunta: En las comunidades donde viven los latinos que tanto se ocupa Acyclica?

Participante no cree que allí se ocupan.

Hablaron sobre la necesitad de puntos estratégicos y calles con más necesidad de ayuda por causa del tráfico.

What do you think about this technology in particular ?

Bien, la tecnología ayuda con la velocidad o el movimiento de los coches.

La información se guarda y analizan por donde viajas o cuantas veces cruzas este rastreo.

Si es solo para ver el tráfico está bien.

Está bien en algunas partes. Puede que sea algo bueno. Pero puede que esta tecnología pueda compartir información personal que puede ser utilizada de otra forma en especial si hay Hacking (forma negativa, uso de datos).

La tecnología en sí no es tan grande (de tamaño) para ser algo visualmente desagradable. La información captada a través de estos medios puede que ayude a conducir el tráfico de mejor manera pero también puede que tome información personal.

Are there any questions you have, or areas you would like more clarification? ●

La tecnología no es un router, sino colección de data para planeaciones urbanas.

Participante: “quiero creer” “convencerme” que los sensores están allí para ayudar con el tráfico.

No se sabe cuándo las instalaron, los resultados deberían de ser públicos. Si la tecnología es para aliviar el flujo de tráfico entonces por qué no extienden el programa? O por qué no hay mejoramiento del tráfico?

Alternatives to this technology

- Alguna pantalla que indique cuáles vías son alternativas puede reemplazar esto.
- Cambios al límite de velocidad puede que alivie el flujo del tráfico.
- Dejar de construir tanto.
- Rediseño de calles ayudaría flujo de tráfico.
- El rediseñar las vías servirá para las futuras generaciones.

Entre Hermanos

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1) What concerns, if any, do you have about the use of this technology?

Los binoculares son preocupantes si la persona no tiene ética. Es preocupante que una persona vea a través de binoculares a que una tecnología mida el uso de la electricidad

Al grupo le incomoda el uso de binoculares

Sensorlynk específicamente la preocupación sería que le quita el trabajo a una persona.

Si es para detectar robo el grupo cree que hay otras maneras de saber quien roba

que no tan solo será para leer la electricidad sino para obtener otros tipos de información si cámaras fueran usadas

2) What value, if any, do you see in the use of this technology?

Ahorro de energía

Record y datos mas precisos

Oportunidad de trabajo a quien utiliza los binoculares

Estabiliza los precios de la electricidad

3) What do you want City leadership to consider about the use of this technology?

: Usar background check, uso de uniforme por trabajadores, cámara en binoculares.

What do you think about this technology in particular ?

Sensorlink Si

Binoculares son invasivos

Are there any questions you have, or areas you would like more clarification? ●

La confianza en estos medidores serán confiables? Serán efectivos?

El uso de binoculares se puede acompañar de una cámara añadida

Alternatives to this technology

Un tipo de escáner en los medidores de energía. Poner sensores en un poste de luz para grabar solo la data/información de electricidad

Please select which technology you wish to comment on:

☐SCL: Binoculars ☐SCL: Sensorlink Transformer Meter (TMS) ☐SFD: Computer-Aided Dispatch ☐SPD:9-11 Call Recorder

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Entre Hermanos

1) What concerns, if any, do you have about the use of this technology?

Las fallas electrónicas son preocupantes especialmente en reportes policiacos.

Las preocupaciones es que el reporte no salió, no llegó por cualquier razón.

No todos podrán o saben usar las computadoras.

Fallas de los algoritmos de cada demanda es alarmante.

Que y cuando determina la urgencia de respuesta

Las personas le temen a los policías. Y este medio puede ayudar a que el miedo disminuya.

La elección automática de cada caso o la manera en que la persona escribió el reporte y la manera en que la computadora lo entendió es alarmante.

2) What value, if any, do you see in the use of this technology?

La elección automática de cada caso o la manera en que la persona escribió el reporte y la manera en que la computadora lo entendió es alarmante.

El uso de computadora está bien para las denuncias.

Si personas usan esta tecnología y es analizada en tiempo real por otras personas no hay problema.

Es otro método para denunciar

Está de acuerdo con el uso de computadoras para denunciar solo que no todos son capaz de usar este método/tecnología.

3) What do you want City leadership to consider about the use of this technology?
Que sea multi-idioma, implementar audio, implementar sistemas que ayuden a múltiples personas con diversas capacidades/necesidades

Si es usada de manera adecuada y como han dicho está bien.

El uso de la tecnología es bueno para dar respuesta para todas las cosas y personas

What do you think about this technology in particular ?

Grupo están de acuerdo con su uso.

Puede salvar una vida.

Los riesgos y acciones determinan la urgencia de la intermisión policiaca.

Alguna gente se siente más capaz de presentar una queja a través de este sistema, la tecnología en uso tiene validez.

Bueno para la violencia doméstica.

Are there any questions you have, or areas you would like more clarification?

La computadora decidirá la importancia/urgencia del reporte/emergencia dando a llevar acciones de emergencia.

Gravedad de emergencia es determina por tecnología.

La definición de emergencia es diferente con cada persona.

Cada uno tiene la definición de vigilancia, pero ¿que tal la definición de emergencia?

SITUATIONS TO APPLY ITS USE

Una pelea en la calle, un malestar corporal, cuestiones de vida, abuso doméstico

Si nos basamos en la definición de emergencia sólo en cuanto estemos en peligro inmediato o en tiempos mínimos/ de transcurrencia alarmante/peligrosa el uso de será implementado o limitado solo a instantes inmediatos de peligro.

Para reportar algo que ya sucedió o que son recurrentes.

Basado en el concepto de emergencia, las personas pueden tomar el método adecuado para reportar su caso y a través del medio necesario.

Los reportes no son anónimos.

Los datos son recolectados aun, a pesar de la opción escogida.

Alternatives to this technology

Un tipo de escáner en los medidores de energía. Poner sensores en un poste de luz para grabar solo la data/información de electricidad

Entre Hermanos

City of Seattle
Surveillance

Inicio

Resumen: El departamento de vecindarios quiere saber la opinión de este grupo. Ellos verán videos de un minuto y medio y encontrarán folletos en sus mesas donde encontraran más información sobre lo visto.

Demográficos:

Ocho personas participaron, una de West Seattle, una de First Hill, dos de Ravenna/Laurelhurst y cuatro de King County (outside Seattle).

Cuatro personas se consideraron hispano o latino, una como india americana o nativa de Alaska, y tres no opinaron.

Cinco personas marcaron 18-44 como su rango de edad, dos marcaron 45-64 como el suyo y una no opinó.

Cinco personas marcaron masculino como género, una como transgénero, una como femenino, y otra no opinó.

Otra Información Importante:

- Preguntas serán hechas.
- Habrá una hoja para poder conversar sobre videos de interés
- Se les agradeció por venir.
- El concepto de vigilancia será manejado como la ciudad de Seattle lo maneja.
- Tom: Agradeció a los invitados por venir

Surveillance. In 2017 city council passed an ordinance to see what technology fit the definition of surveillance. The information gathered by these surveillance technologies are as follows: to "observe or analyze the movements, behaviors, or actions of identifiable individuals in a manner" which "is reasonably likely to raise concerns about civil liberties, freedom of speech or association, racial equity or social justice."

Presentador: Preguntó si la conversación en inglés fue entendida.

Grupo: Concordó.

Tom: Do not let information on videos stop you from making comments or raising questions.

Presentador: Dio a entender el concepto de vigilancia como ha sido interpretada por la ciudad de Seattle. Fue analizada de esta manera: “La vigilancia es definida como tecnologías que observan o analizan los movimientos, comportamientos, o acciones de individuales identificables de una manera que razonablemente levanta inquietudes sobre libertades civiles, la libertad de expresión o asociación, igualdad racial o justicia social.”

- Los movimientos de la gente son observados a través de esta tecnología y puede que para algunas personas esto sea incómodo.
- Las cámaras de policía no califican como tecnologías de vigilancia en este tema.
- La presentación mostrada en la pantalla a través de los videos será transmitida en inglés.
- Se pidió que todos se traten con respeto y que opinen y que su nombre sea mencionado e incluso la vecindad donde viven.

El Grupo

Participante vino porque quiere obtener más información y dar su opinión. Es de Seattle.

Participante viene de Shoreline/Seattle para ver cuánto la tecnología entra afecta

Participante vino porque quiere saber qué información es colectada por el gobierno y para qué usan esa información. Puede que la información obtenida a través de la tecnología sea usada para perseguir a personas de color/minorías/personas marginadas.

Participante vino de First Hill, porque quiere ver el punto de vista de la ciudad y ver que opiniones surgirán.

Participante viene de Seatac porque tiene interés en el tema y porque la seguridad es importante y quiere saber a dónde llega la información.

Participante vine en Ravenna/Northgate, quiere ver que tan confiable es la tecnología y para qué es utilizada. Perjudicial o beneficial?

Participante vine en Seatac y vino porque es un tema muy interesante ya que se tiene que saber/mantener informado de lo que hacen los gobernantes.

Participante vino de Burien por la importancia del tema y la privacidad.

Presentador: La tecnología no es nueva. Ya está siendo usada. Y quieren saber el formato para que las futuras tecnologías tengan.

El video de Seattle Department of Transportation de Acyclica fue mostrado

Esta tecnología es un sensor que detecta el wifi. Es un sensor que detecta la tecnología wifi.

Seattle Metering Tool fue mostrada

Nadie del grupo sabe del tema más el presentador no hablará a fondo de esto para no influenciar opiniones.

Video de Fire Department's Computer Aided Dispatch fue mostrado

El 9-1-1 logging recorder video fue mostrado

Aclaración: Información impresa fue entregada explicando cada una de las tecnologías.

Video de Coplogic fue mostrado

El grupo no conocía que se puede reportar a la policía a través de su página/en línea.

El video de Seattle Police Computer Aided Dispatch fue mostrado

Esta tecnología es similar a la de los bomberos.

Se preguntó cuál video era de interés para analizar

Se acordó el análisis de Acyclica, Binoculares/Sensorlink, y Coplogic

Las Preguntas que sea harán serán las siguientes:

¿Qué piensan de este sistema de tecnología en específico y el motivo de usarla?
¿Cuál creen que sea el aporte de esta tecnología a la cuidad?
¿Qué preocupación les causa el uso que se le dará a este sistema?
¿Qué recomendarían a el grupo de políticos de la cuidad responsables de tomar las decisiones de implementar estas tecnologías?
¿Qué otra manera habría de resolver el problema que esta tecnología esta designada a resolver?

La Acyclica

Pregunta: ¿Qué piensan de este sistema de tecnología en específico y el motivo de usarla? (Como se usa y cuál es el uso)

- Bien, la tecnología ayuda con la velocidad o el movimiento de los coches.
- La información se guarda y analizan por donde viajas o cuantas veces cruzas este rastreo.
- Si es solo para ver el tráfico está bien.
- Está bien en algunas partes. Puede que sea algo bueno. Pero puede que esta tecnología pueda compartir información personal que puede ser utilizada de otra forma en especial si hay Hacking (forma negativa, uso de datos).
- La tecnología en sí no es tan grande (de tamaño) para ser algo visualmente desagradable. La información captada a través de estos medios puede que ayude a conducir el tráfico de mejor manera pero también puede que tome información personal.

Pregunta: Qué es lo que aporta esta tecnología a la ciudad?

- Seria algo bueno el aporte por la agilidad del tráfico solo si la tecnología está sincronizada con los semáforos, de otra manera no es útil si no aporta para el mejoramiento del tráfico.
- Participante dice que hay alternativas para esquivar el tráfico.
- Participante opina que la tecnología es interesante ya que usa google maps y está de acuerdo con el mejoramiento del tráfico.
- Si el objetivo es de mejorar el tráfico está de acuerdo. Pero también quiere saber en qué lugar(es) estarán los aparatos, si algunas personas serán beneficiadas más que otras.

Pregunta: Qué preocupaciones tienen con posible uso/uso potencial de esta tecnología?

- Le preocupa el uso de wifi en Acyclica porque pueden obtener toda la información de los teléfonos.
- Si el potencial puede ser aplicada a la inversión.

Enfocando al grupo: La tecnología ya está instalada, que les preocupa de su uso?

- El tráfico sigue igual.

- Quien usa o almacena la información.
- La preocupación es la colección de data.

Más de la mitad de grupo opina que esa (el almacén y colección de información) es la preocupación.

- Participante no está de acuerdo. No es la colección de data lo alarmante sino los recursos (dinero utilizado) ya que o la tecnología no están funcionando porque el tráfico sigue igual. No hay cambio con la nueva tecnología, esos gastos no son válidos ya que no hay resultados. Esos gastos pudieran ser utilizados para la comunidad.
- También tienen que ver si la tecnología emite radiación o alguna otra cosa dañina; perjudicial a la salud.
- El gobierno tiene todos los datos.
- Opinión de otro participante: No necesitan esta tecnología para tener los datos porque ya existen métodos para eso, incluso aplicaciones o alguna otra cosa.

La otra preocupación del grupo es que no haya un cambio al problema que se quiere resolver. En el caso de Acrylica sería el mejorar el tráfico.

- Tecnologías como esta necesitan recolectar más opiniones de expertos.
- Sería bueno que la información sea compartida con la comunidad. (Transparencia en fines y objetivos de la tecnología y datos guardados, tácticas implementadas.)

Pregunta: Le dirían algo a los políticos algo del lugar donde se encuentran estos aparatos?

- Hay lugares donde no se necesitan. En algunas partes de Magnolia, Queen Anne, Northgate, no se ocupan.

Seguimiento de pregunta: En las comunidades donde viven los latinos que tanto se ocupa Acyclica?

- Participante no cree que allí se ocupan.

Hablaron sobre la necesitad de puntos estratégicos y calles con más necesidad de ayuda por causa del tráfico.

Presentrador: Crees que Acylica es como el router de google?

- La tecnología no es un router, sino colección de data para planeaciones urbanas.

- Participante: “quiero creer” “convencerme” que los sensores están allí para ayudar con el tráfico.

- No se sabe cuándo las instalaron, los resultados deberían de ser públicos. Si la tecnología es para aliviar el flujo de tráfico entonces por qué no extienden el programa? O por qué no hay mejoramiento del tráfico?

Otra pregunta: Alguna otra tecnología que pueda ser utilizada en vez de Acyclica?

Alternativas:

- Alguna pantalla que indique cuáles vías son alternativas puede reemplazar esto.
- Cambios al límite de velocidad puede que alivie el flujo del tráfico.
- Dejar de construir tanto.
- Rediseño de calles ayudaría flujo de tráfico.
- El rediseñar las vías servirá para las futuras generaciones.

Tecnologia #2

Sensorlink/Binoculares

Pregunta: Que opina el grupo de la tecnología?

- Los binoculares son preocupantes si la persona no tiene ética. Es preocupante que una persona vea a través de binoculares a que una tecnología mida el uso de la electricidad.

- Un sensor que detecta la electricidad sería mejor.

- Al grupo le incomoda el uso de binoculares.

Pregunta: Qué opinas sobre la tecnología medidora de electricidad (sensorlink) y que sea usada en tu casa?

- No le incomoda o afecta a dos participantes.

- La preocupación sería que le quita el trabajo a una persona.
- Los binoculares son invasivos.
- Para que usar binoculares si es que se puede llegar a el hogar y ver el medidor en persona, pidiendo permiso? Si la tecnología es usa para ver que las personas se roban la electricidad, creen que no saben quiénes roban?
- El grupo cree que si saben.

Pregunta: Cual creen que sea el aporte que esta tecnología?

- El video dice que 3 millones de dólares son ahorrados.

Pregunta: De qué manera beneficia esto a la cuidad/ciudadanos/comunidad?

- El robo de la luz es preocupante.
- Si ya llevan el record y datos y le hacen saber a la comunidad puede que ahorren dinero.
- Uso de binoculares puede dar trabajo a una persona y dinero puede ser ahorrado con esta tecnología.
- La tecnología trae gasto de electricidad para poder ver gastos de luz? Si pretende evitar el robo entonces los gastos de la factura eléctrica deberían de seguir estables.

Pregunta: La confianza en estos medidores serán confiables? Serán efectivos?

- Ayuda a la precisión, a bajar precios.
- Que quiten los binoculares sería una sugerencia, o usar binoculares que graban con video.
- Si ya tienen récord sobre la energía (consumo, gastos, etc.), el robo de energía no es suficiente para establecer este tipo de tecnología ya que puede ser identificado el robo o alguna otra anomalía dependiendo en el nivel alto o bajo o repentino analizado/visto/detectado por métodos convencionales ya establecidos.
- Otra recomendación: Usar background check, uso de uniforme por trabajadores, cámara en binoculares.

- Un tipo de escáner en los medidores de energía. Poner sensores en un poste de luz para grabar solo la data/información de electricidad

- .La preocupación es que no tan solo será para leer la electricidad sino para obtener otros tipos de información si cámaras fueran usadas.

Tecnologia #3 Coplogic

- Esta tecnología no solo el ahorro de tiempo, sino el ahorro de tiempo policial ya que ellos trabajarían en otras cosas

- El uso de computadora está bien para las denuncias.

- Si personas usan esta tecnología y es analizada en tiempo real por otras personas no hay problema.

Enfoque: Lo que estamos queriendo dialogar es el uso del internet y las denuncias.

- Es otro método para denunciar

- Está de acuerdo con el uso de computadoras para denunciar solo que no todos son capaz de usar este método/tecnología.

Pregunta: En que ayuda a la comunidad?

- Por qué usar estos métodos?

- Grupo están de acuerdo con su uso.

- Puede salvar una vida.

- Los riesgos y acciones determinan la urgencia de la intermisión policiaca.

- Alguna gente se siente más capaz de acudir a través de este sistema la tecnología en uso tiene validez.

- Bueno para la violencia doméstica.

- Las fallas electrónicas son preocupantes especialmente en reportes policiacos.

- Las preocupaciones es que el reporte no salió, no llegó por cualquier razón.

- No todos podrán o saben usar las computadoras.

- Fallas de los algoritmos o cuando o que promueve urgencia de cada demanda es alarmante.

- Criterio de demandas y que clase de preocupación de parámetros son confiables tienen que ser cuestionados/analizados, y que/quien es digno de prioridad o importancia o de ayuda.

Pregunta: De qué manera este uso beneficiaria a la comunidad?

- Personas pueden ser discriminadas

- Las personas le temen a los policías. Y este medio puede ayudar a que el miedo disminuya.

- La computadora decidirá la importancia/urgencia del reporte/emergencia dando a llevar acciones de emergencia.

- Gravedad de emergencia determina uso de tecnología.

Pregunta: Alguna inquietud sobre el uso de esta tecnología?

- La elección automática de cada caso o la manera en que la persona escribió el reporte y la manera en que la computadora lo entendió es alarmante.

Pregunta: En qué situación usarán esta tecnología?

- Una pelea en la calle, un malestar corporal, cuestiones de vida, abuso doméstico
- Cada uno tiene la definición de vigilancia, pero que tal la definición de emergencia?
- La definición de emergencia es diferente con cada persona.
- Si nos basamos en la definición de emergencia sólo en cuanto estemos en peligro inmediato o en tiempos mínimos/ de transcurrencia alarmante/peligrosa el uso de será implementado o limitado solo a instantes inmediatos de peligro

Pregunta: Para qué sirve el reporte de la computadora?

- Para reportar algo que ya sucedió o que son recurrentes.
- Basado en el concepto de emergencia, las personas pueden tomar el método adecuado para reportar su caso y a través del medio necesario.

- Los reportes no son anónimos.
- Los datos son recolectados aun, a pesar de la opción escogida.

Pregunta: Qué les recomendarían a los políticos?

- Que sea multi-idioma, implementar audio, implementar sistemas que ayuden a múltiples personas con diversas capacidades/necesidades

Pregunta: Algún otro comentario en general sobre la tecnología de vigilancia?

- Si es usada de manera adecuada y como han dicho está bien.

- El uso de la tecnología es bueno para dar respuesta para todas las cosas y personas.

Consejo:

- Den información más información sobre lo que están haciendo. (transparencia/divulgación de información)

- Que haya más transparencia.

Ser transparentes sobre la colección de datos, para que haya discusiones y decisiones Informadas, en todas las tecnologías implementadas/por implementar.

Byrd Barr Place

2/28/2019 Surveillance Technology Focus Group

Thursday, February 28, 2019
1:42 PM

Disclaimer: some of these notes are written in first-person. These should not be considered direct quotes

Videos:

- Acyclica: sensors recognize when a wifi enabled device is in range of it. Attached to street lights
- 911 recorder: records the conversation with the person calling 911, and conversation with the dispatched officers
- CopLogic: Online police report, treated as a regular policy report
- Computer Aided Dispatch
- Seattle City Light: Binoculars for meter readers; sensor to see if someone is stealing electricity

Tom: Read definition of surveillance

Craig: invasion of privacy?

- Electric one: I never even know they had the sensor one.

Community Member: used to be in the tech industry for thirty years. Writing a book about surveillance and technology
Wanda: I like the online police report. If someone is experiencing a crisis or trauma, you can go ahead and report it.

- Surveillance, I understand the concern, but overall I think it's a good thing. There is good and bad in any location, you'll find people who are taking advantage of it, but hopefully there are systems in place.
- Used to work nights, and catching the bus at night is scary. Having the cameras and police out when catching the bus helps, I appreciate that. No one likes to be watched, but if it's gonna keep people safe, that's a good thing.

Mercy: security is a great safety issue
Craig: there are some parts of the neighborhood/city that need to be watched, and some that need to be left alone
Wanda: as long as it's even
Craig: Sometimes it's not even
Both: There are hot spots though

Which of the surveillance technologies do you think could be abused to pinpoint specific communities?

IG: The Computer Aided Dispatch

Talking about the International District:

- Lots of businesses and residential crammed together in a larger space
- Talking about a great community member who died; if they had surveillance technology them, maybe they would have found his killer

"Some neighborhoods need to be watched"

- Gangs; drug use

Tom: getting back to CAD, how do we feel about the information that is stored

- Craig: there are concerns, but who is allowed to see it, how is it stored? That's a concern
  - Is it used for BOLOs? Is it everyone who is in the area, all of the police officers? Or is there some discretion as to which police officers would be given the information?
- Wanda: plenty of people are arrested who "fit a description"
  - Discussion about the racial discrimination: how people who think that "all [insert race here] look alike".
  - Individuals may think like that, but police officers have the capability to ruin someone's life.

- Marjorie: just recently got a smart phone, and it's new to me that someone could know where I'm going and I wouldn't be aware of it
    - Without my consent.
- Mercy: grew up with the idea that big brother is watching you
    - Tracking how many times I go to the library seems like a waste of money
    - People who are not law abiding citizens, they are the ones to be worried
- Craig: What about selling weed, coke, etc. Should they be worried?
    - Mercy: well at least in Seattle, it's ok to sell
- Mercy: big brother is watching. We already know that, it's just more obvious now
- There is a lot of technology that we are not made aware of

Tom: So acyclica, is it worth it? Some people worried it's tracking, is it something that we can live without?
- Should we put up signs that this road is tracked?
    - Viron: Maybe
    - Mercy: let people out there know that you're on camera.
    - Viron: does it work if your device is not turned on?

Tom: what do you want to tell the city council about tech that is collecting personal information?
- Wanda: they should get our individual consent
- Martha: putting it on the ballot doesn't mean that you are getting individual consent, because if you vote no but it still passes, you didn't give your consent
- Deana: there are some places around Capitol Hill that I don't feel safe at at night
    - Talking about fire department responding to a fire in her building: when one building alarm system goes off, it goes directly to the fire department - affects multiple buildings.
        - Response time is very good.
    - I choose to turn off the GPS tracking, because I don't need people to know where I'm at
        - If others are watching where I'm at, that's an invasion of privacy. I should be able to walk out my front door and go wherever I want without anyone knowing.
- Location privacy: you can tell a lot about a person based on where they go, and tracking that can build a pretty extensive profile of who you are
- IG: now that I know they are tracking, I will turn it off.

Mr. Surveillance: Surveillance is always secret, and it's an aggressive act. It's meant to exert power over others.

Do you think any individual could raise enough concern that it would change anything?
- Resounding no
- Maybe with a larger group
    - Maybe with the whole city

SCL binoculars:

- Craig: they should warn their customers and let them know they are coming into their yard/looking through binoculars.
- Wanda: as long as they aren't looking in people's windows.
    - When we're walking down the street, it's a little different. Certain neighborhoods do need more surveillance than others

Regarding being watched in public:

- Eydie: in public, it depends on how long. If it's a short period of time, that's one thing, but if you're tracked the whole time you're out, it's unreasonable.
    - I don't know what the solutions would be.
    - Even when the meter read just walks into your yard, it's unnerving.
    - What's the purpose of tracking it this way?
- Mercy: (referring to the acyclica) Why are they doing it all the time? Have they not gotten the information yet?
    - They should already know what the traffic flow would be.
    - We lost a lane to the bicyclist
- Craig: facial recognition used on the street is bad.
- Vyron: sometimes you can't walk down the street and shake someone's hand without getting in trouble
- Mr. Surveillance: The technology has gotten ahead of the law, and it means they have to pay less people

Tom: Are we willing to accept more technology to have less police?

- Craig: how about just making it even? Police have an image to people of color; they are afraid of why they are going to be there. We can police ourselves
- Wanda: I disagree. There are some who think there should be less, but there are also a lot of people who worry about walking down the street
    - As a woman and DV survivor, I appreciate the police and appreciate living in a country where I can call a number for help.
    - I have a big problem with the shooting of unarmed black men, but as an individual I still appreciate the police.
    - But I have a problem being tracked, and I have a problem being watched in my home.
- General comment: The number of police being on the corner is a touchy situation
    - Knowing the police that are on your corner makes a difference. They can police the community better if there is more of a relationship between the two.
- Craig: it has to be both, even. You can't trade off the technology for the police.
- Mr. Surveillance: The trend is they want to go to more technology and less police.

Tom: If right now we have lots of technology, and we want a balance, then how do we do that?

- Craig: keep it the way it is but clean up the police department. Make sure the people who are working there are good at their jobs, not biased or discriminating

CopLogic: making police reports online

- Craig: I think it's stupid.
    - Would use that technology for stupid crimes
- Mercy: you could report your neighbor for silly things
    - Anonymous reporting of crimes that could target people for things they might not call 911 for
- Wanda: there were some lines of traffic where I saw cars lined up with their windows smashed in; nothing taken, but glass all over the place.
    - Police response when called: maybe you should get a cheaper type of car
    - Would he have said that to us if we were a different skin color, or lived in a different neighborhood?
- IG: I think it's a bad thing: someone could make up a story and the officer didn't have to check it.
- Marjorie: I think the online reporting could be abused

Appendix E: All Comments Received from Members of the Public

ID: 10617628638
Submitted Through: Survey Monkey
Date: 3/25/2019 1:05:41 PM
Which surveillance technology that is currently open for public comment, do you wish to comment on?
SFD: Computer-Aided Dispatch (CAD)
What concerns, if any, do you have about the use of this technology?
Highest Concerns: 1) Page 12 item 5.4 of the SIR says "Data is retained for the life of the system." That data would include general personal information (names, addresses, phone numbers, building access codes, etc) and personal medical information. Why does this data need to be retained indefinitely? Does all of the data need to be retained that long or does only certain "metadata" (such as CAD event ID, type of medical incident, etc) have a "business need" to be kept that long? Should there be a lifetime imposed on this data? 2a) The draft SIR doesn't include a contract between SFD and AMR. Is there a contract between SFD and AMR? 2b) If so, does that contract specify any data handling and/or data retention requirements that AMR needs to follow? 3) The diagrams embedded in the draft SIR on pages 182 and 183 don't include University of Washington's Harborview Medical Center (UW HMC), which the SIR mentions that SFD does share data with. The mechanism of that data sharing is unclear though. 3a) How does UW HMC access the SFD CAD data? Do they have direct access to the SFD CAD; or are they periodically given a download of certain CAD data by SFD manually (though likely digitally)? 3b) Does UW HMC have recurring access to the data (perhaps say weekly/monthly updates of the data from SFD); or was the date sharing one-time only? 3c) Is the data made available to UW HMC as part of the PRA process or is there another process being used? If it's not via PRA request, then is there a contract between SFD and UW HMC? 3d) Is there any redaction happening to the data before it is provided to UW HMC (perhaps the same level of redaction as would occur for PRA disclosures)? 4) The diagram on page 183 shows an SFD-owned reporting server that has a database replication of the TriTech server CAD data. That reporting server then connects to "SFDINTSPD" which in turn connects to "SPD CAD (Versaterm) & COPS Application". From the discussion at the SIR tech fair, I was under the impression that SPD's access to SFD CAD data was on an as-needed basis and reviewed by SFD before being supplied to SPD, but network lines in the diagram would imply to me that the SPD access is actually continuous/constant. Is that correct? Does SPD have full access to the data in the SFD CAD? If not, what supposedly limits that scope? 5) The diagram on page 183 lists FirstWatch as one of the cloud vendors that receives data from the SFD CAD, but the draft SIR doesn't mention "FirstWatch". 5a) What type of data is being provided to FirstWatch? 5b) If the data provided to FirstWatch is beyond what is provided publicly (such as via "Realtime 911"), then is there a contract between SFD and FirstWatch? 5c) Does said contract also specifically define requirements for the handling/storage/security/privacy of non-public SFD CAD data? Medium Concerns: 1) Domestic violence victims may have their personal information (address, phone number, etc) exposed to their abuser via SFD PRA disclosure, even if they have a restraining order against the abuser, since SFD doesn't have a built in mechanism for knowing that a restraining order is in play when processing a PRA request (and the PRA law itself doesn't explicitly contain such an exemption for SFD either - so the PRA law should be improved). 2) Page 16 item 7.3 says "Changes to program ownership and participation can result in a large number of administrators within SFD who have access to

the CAD system." That statement points to SFD/IT likely having difficulty in managing Active Directory and Group Policy Objects, which has a direct impact on the security and privacy of the data in the SFD CAD. This would be considered a common skill for a Windows administrator to have mastered, so this type of problem should not be cropping up with SFD's CAD access controls. 3) The TriTech CAD pdf linked off of page 5 item 2.2, lists the feature "Media Log allows automatic redaction of Sensitive information". However, the SFD rep at the SIR tech fair didn't know what exactly would be detected and redacted in the logs. 4) It is unclear if or how SFD uses/is integrated with "Alert Seattle"/"Seattle 911" for the receiving of personal details (potentially medical in nature) pre-provided by citizens in an effort to help first responders should they have a medical emergency. 5) The ESO subscription agreement on page 153 sub-item 8..b.ii., requires that SFD not "allow any third party to use the Software", which presumably means that SFD/IT could never enter into a contract with an external security company to conduct a penetration test (aka a pen test). Pen tests are used to detect security vulnerabilities in software (in a controlled manner). This agreement would appear to me (not a lawyer) to hinder SFD's ability to find such security vulnerabilities (or even confirm that certain vulnerabilities were NOT present thus confirming more confidently that the system is secure). That being said, I don't know if SFD/IT has the budget to normally be conducting pen tests, even for high risk/concern applications (such as those that handle medical info). 6) It is unclear SFD has final control over the decision-assistance technology embedded in the TriTech CAD. Specifically, page 8 item 4.1 mentions that there is a CAD plug-in for the decision tree protocol. Is that SFD-defined or TriTech proprietary? Lesser Concerns: 1) Received clarification from the SFD rep at the SIR tech fair that the Automatic Location Identification (ALI) is only available for landlines and SFD gets mobile callers' locations by asking them. 2) No 2-step-verification/2-factor-authentication (2SV/2FA) for login to TriTech vCAD; however, an individual would need to first logon to an SFD workstation and then login to the CAD. 3) The draft SIR did not specify what (if any) other vendors SFD/IT considered before deploying TriTech's CAD software. Is this the optimal CAD solution for the City of Seattle? Is there perhaps another CAD software provider that is more competitive and perhaps has better security/privacy/audit features? 4) The diagram on page 183 of the draft SIR includes a legend that certain servers in the diagram would be "Located At NGDC", but "NGDC" is not defined in the SIR. My assumption is that "DC" stands for DataCenter, but I don't know what "NG" stands for (maybe "NextGen"?); and that the NGDC is likely located on-premise to some part of City of Seattle (though unknown if that is a SFD-specific location or if "NGDC" is shared by multiple city agencies). This is just my speculation though.

What value, if any, do you see in the use of this technology?

It helps facilitate a speedy response appropriate to the type of CAD event, thus hopefully helping save lives and homes.

What do you want City leadership to consider about the use of this technology?

1) Data retention is an issue. Why does this data need to be retained indefinitely? Does all of the data need to be retained that long or does only certain "metadata" (such as CAD event ID, type of medical incident, etc) have a "business need" to be kept that long? Should there be a lifetime imposed on this data? 2) Potential lack of a contract between SFD/IT and AMR. Is there a contract between SFD and AMR If so, does that contract specify any data handling and/or data retention requirements that AMR needs o follow? 3) Data sharing with University of Washington's Harborview Medical Center (UW HMC). How does UW HMC access the SFD CAD data? Do they have direct access to the SFD CAD; or are they periodically given a download of certain CAD data by SFD manually (though likely digitally)? Does UW HMC have recurring access to the data (perhaps say weekly/monthly updates of the data from SFD); or was the date sharing one-time only? Is the data made available to UW HMC as part of the PRA process or is there another process being used? If it's not via PRA request, then is there a contract between SFD and

UW HMC? Is there any redaction happening to the data before it is provided to UW HMC (perhaps the same level of redaction as would occur for PRA disclosures)? 4) Data sharing with SPD. From the discussion at the SIR tech fair, I was under the impression that SPD's access to SFD CAD data was on an as-needed basis and reviewed by SFD before being supplied to SPD, but network lines in the diagram would imply to me that the SPD access is actually continuous/constant. Is that correct? Does SPD have full access to the data in the SFD CAD? If not, what supposedly limits that scope? 5) Is there a contract between SFD/IT and FirsWatch? What data is being provided Firstwatch (only public data or more)? 6) There is a gap in the PRA law regarding the protecting the safety/privacy of domestic violence victims. Domestic violence victims may have their personal information (address, phone number, etc) exposed to their abuser via SFD PRA disclosure, even if they have a restraining order against the abuser, since SFD doesn't have a built in mechanism for knowing that a restraining order is in play when processing a PRA request (and the PRA law itself doesn't explicitly contain such an exemption for SFD either). Amending the PRA law to include required exemptions from disclosure of personal information of people with active restraining orders. 7) City leadership should specifically inquire as to the results of SFD's analysis of potential racial bias in their medical services (that analysis is based partially on CAD data).

Do you have any other comments?

1) I was pleased to hear (via the SFD rep at the SIR tech fair) that SFD is working on improving the data they gather for medic events, so that they can then assess if there is a racial bias in their 911 patient care. (However this analysis is only going to be possible for medical events, not fire events, since they don't have the same such data for fire events to conduct such an analysis.) 2) The SIR notes that the SFD CAD is integrated with PulsePoint; however not very much information is provided about PulsePoint in the SIR itself. Searching around online, I was able to address my top questions/concerns about the use of the technology by reading the online materials about Pulse Point from fire departments outside of Seattle (such as this: http://www.siouxfalls.org/fire/professional-standards/pulse-point). Searching the Seattle website, it doesn't even mention PulsePoint. Why has SFD seemingly done nothing to market the existence of this technology (such as https://www.pulsepoint.org/resources/#outreach)? Why isn't this on the SFD website? Why (seemingly) haven't local medical groups been contacted to be informed and tell their medical provider employees about this technology so that they may chose to opt-in to volunteering in a crisis? (I brought Pulsepoint up with a friend who is a local medical provider and they had never heard of this before either.)

Are there any questions you have, or areas you would like clarification?

The diagram on page 183 happens to show two types of servers labeled with the NICE logo (one set is called "NRX Loggers 1 & 2" and the other is "SFDNICEINFORM2 (GUI Front End to Loggers)"), which would be the same vendor software SPD uses for 911 call logging. It is unclear from the diagram alone which calls SFD is logging. If it includes calls with the public, then wouldn't that be in scope just like SPD's usage of the same software? (I didn't see SFD call logging listed in the planned technologies for Group 3 or 4 – my understanding is that the next two groups are SPD-only.)

ID: 3
Submitted Through: Focus Group
Date: 2/27/2019
Which surveillance technology that is currently open for public comment, do you wish to comment on?
SCL: Binoculars, SCL: CheckMeter, SCL: AmpFork, SFD: CAD, SPD: CAD, SPD: 911 Logging Recorder
What concerns, if any, do you have about the use of this technology?
That would be good with advanced technology
What value, if any, do you see in the use of this technology?
Yes, around the city.
What do you want City leadership to consider about the use of this technology?
Need good train to people who use new technologies
Do you have any other comments?
Are there any questions you have, or areas you would like clarification?

ID: 10550721152
Submitted Through: Survey Monkey
Date: 2/23/2019 12:21:02 PM
Which surveillance technology that is currently open for public comment, do you wish to comment on?
SFD: CAD
What concerns, if any, do you have about the use of this technology?
It was mentioned civilians could possibly have access to this. Problem here will be one of discrimination towards people the officers or the city may feel do not require access. In these standards there isn't any language that guides or gives officers or the city to whom is eligible to see the information in CAD. We need transparency from our public appointed officials especially when it deals with information.
What value, if any, do you see in the use of this technology?
It's important for officers to have real-time data. We need a simple transparent process that everyone can look up and know what they rightfully can do. It's unfair to say civilians can see what's in CAD but not identify whom those civilians are. It could be so that the city can withhold information from one case or group of people as a norm and allow another group of people or cases to be able to have access to what's in CAD
What do you want City leadership to consider about the use of this technology?
Create a guide in which every single person is held to a standard and have the same rights to access information especially when regarding the law
Do you have any other comments?
Are there any questions you have, or areas you would like clarification?

Appendix F: Department Responses to Public Inquiries

No public inquiries were received regarding this technology.

Appendix G: Letters from Organizations or Commissions

City of Seattle
Community Technology Advisory Board
seattle.gov/ctab

March 12th, 2019

Seattle City Council
600 4th Ave
Seattle, WA 98104

Re: Surveillance Ordinance Group 2 Public Comment

We would like to first thank City Council for passing one of the strongest surveillance technology policies in the country, and thank Seattle IT for facilitating this public review process.

These public comments were prepared by volunteers from the Community Technology Advisory Board (CTAB) Privacy & Cybersecurity Committee, as part of the surveillance technology review defined in Ordinance 125376. These volunteers range from published authors, to members of the Seattle Privacy Coalition, to industry experts with decades of experience in the information security and privacy sectors.

We reviewed and discussed the Group 2 Surveillance Impact Reports (SIRs) with a specific emphasis on privacy policy, access control, and data retention. Some recurring themes emerged, however, that we believe will benefit the City as a whole, independent of any specific technology:

- **Interdepartmental sharing of privacy best practices**: When we share what we've learned with each other, the overall health of the privacy ecosystem goes up.
- **Regular external security audits**: Coordinated by ITD (Seattle IT), routine third-party security audits are invaluable for both hosted-service vendors and on-premises systems.
- **Mergers and acquisitions**: These large, sometimes billion-dollar ownership changes introduce uncertainty. Any time a vendor, especially one with a hosted service, changes ownership, a thorough review of any privacy policy or contractual changes should be reviewed.
- **Remaining a Welcoming City**: As part of the Welcoming Cities Resolution, no department should comply with a request for information from Immigration and Customs Enforcement (ICE) without a criminal warrant. In addition, the privacy of all citizens should be protected equally and without consideration of their immigration status.

Sincerely,

Privacy & Cybersecurity Committee volunteers
Torgie Madison, Co-Chair
Smriti Chandashekar, Co-Chair
Camille Malonzo
Sean McLellan
Kevin Orme
Chris Prosser
Rabecca Rocha
Adam Shostack
T.J. Telan

Community Technology Advisory Board
Steven Maheshwary, CTAB Chair
Charlotte Lunday, CTAB Co-Vice Chair
Torgie Madison, CTAB Co-Vice Chair
Smriti Chandashekar, CTAB Member
Mark DeLoura, CTAB Member
John Krull, CTAB Member
Karia Wong, CTAB Member

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SFD: Computer-Aided Dispatch (CAD)

Comments

The use of a centralized Computer-Aided Dispatch (CAD) system is essential to protecting the health and safety for all Seattle citizens. The National Fire Protection Association (NFPA) standards outline specific alarm answering, turnout, and arrival times[1] that could only be accomplished in a city of this size with a CAD system.

In addition, with over 96,000 SFD responses per year (2017)[2], only a computerized system could meet the state's response reporting guidelines established in RCW 35A.92.030[3].

CentralSquare provides the dispatch service used by SFD. CentralSquare is a new entity resulting from the merger of Superion, TriTech, Zuercher, and Aptean[4] in September 2018.

Recommendations

- Tritech, the underlying technology supplying SFD with CAD services, has been in use since 2003 [SIR 4.3], making it 16 years old. As with any technology, advancements in security, speed, usefulness, and reliability come swiftly. Due to the age of the technology, we recommend conducting a survey into the plausibility of replacing Tritech as SFD's CAD solution.

- Tritech was merged very recently into CentralSquare in one of the largest-ever government technology mergers to date. Due diligence should be exercised to ensure that this vendor is keeping up to date with industry best practices for security and data protection, and that their privacy policies are still satisfactory after the CentralSquare merger. We recommend ensuring that the original contracts and privacy policies have remained unchanged as a result of this merger.

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[1] "NFPA Standard 1710." https://services.prod.iaff.org/ContentFile/Get/30541
[2] "2017 annual report - Seattle.gov." https://www.seattle.gov/Documents/Departments/Fire/FINAL%20Annual%20Report_2017.pdf
[3] "RCW 35A.92.030: Policy statement—Service ... - Access WA.gov." https://app.leg.wa.gov/rcw/default.aspx?cite=35A.92.030
[4] "Superion, TriTech, Zuercher, and Aptean's Public Sector Business to " 5 Sep. 2018, https://www.tritech.com/news/superion-tritech-zuercher-and-apteans-public-sector-business-to-form-centra

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SDOT: Acyclica

Comments

Traffic congestion is an increasingly major issue for our city. Seattle is the fastest-growing major city in the US this decade, at 18.7% growth, or 114,00 new residents[5]. Seattle ranks sixth in the nation for traffic congestion[6]. The need for intelligent traffic shaping and development has never been greater. Acyclica, a service provided by Western Systems and now owned by FLIR[7], is an implementation of surveillance technology specifically designed to address this problem.

We were happy to see the 2015 independent audit of Acyclica's systems [SIR 8.2]. This is an excellent industry best practice, and one that we'll be recommending to other departments throughout this document.

In addition, we are pleased to see the hashing function's salt value rotated every 24-hours [SIR 4.10]. This ensures that even the 10-year retention policy [SIR 5.2] cannot be abused to correlate multiple commute sessions and individually identify a person.

Recommendations

- FLIR Systems' acquisition of Acyclica is a recent development (September 2018). We recommend verifying that the Western Systems terms [SIR 3.1] still apply. If they have been superseded by new terms from FLIR Systems, those should be subject to an audit by SDOT and Seattle IT. Specifically, section 2.5.1 of Western Systems' terms must still apply:

> 2.5.1. It is the understanding of the City that the data gathered are encrypted to fully eliminate the possibility of identifying individuals or vehicles. In no event shall City or Western Systems and its subcontractors make any use of the data gathered by the devices for any purpose that would identify the individuals or vehicles included in the data.

- FLIR Systems is known primarily as an infrared technology vendor. Special care should be taken if FLIR/Acyclica attempt to couple IR scanning with WiFi/MAC sniffing. Implementation of an IR system would necessitate a new public surveillance review.

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[5] "114,000 more people: Seattle now decade's fastest-growing big city in ...." 24 May. 2018, https://www.seattletimes.com/seattle-news/data/114000-more-people-seattle-now-this-decades-fastest-growing-big-city-in-all-of-united-states/
[6] "INRIX Global Traffic Scorecard." http://inrix.com/scorecard/
[7] "FLIR Systems Acquires Acyclica | FLIR Systems, Inc.." 11 Sep. 2018, http://investors.flir.com/news-releases/news-release-details/flir-systems-acquires-acyclica

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SCL: Binoculars, Check Meter, SensorLink

Comments

As these three technologies are serving the same team and mission objectives, we will review them here in a combined section.

The mission of the Current Diversion Team (CDT) is to investigate and gather evidence of illegal activity related to the redirection and consumption of electricity without paying for its use. As such, none of these technologies surveil the public at large. They instead target specific locations and equipment, albeit without the associated customer's knowledge.

It appears as though all data collected through the Check Meter Device and SensorLink Amp Fork are done without relying on a third-party service, so the usual scrutiny of a vendor's privacy policies does not apply.

Recommendations

- **Binoculars**: We have no recommendations for the use of binoculars.
- **Check Meter Device & SensorLink Amp Fork**: As noted in the comments above, we have no further recommendations for the use of the Check Meter Device and SensorLink Amp Fork technologies.
- **Racial Equity**: As with any city-wide monitoring practice, it can be easy to more closely scrutinize one neighborhood over another. Current diversion may be equally illegal (and equally prevalent) across the city, but the enforcement of this law may be unevenly applied. This could introduce racial bias by disproportionately burdening specific neighborhoods with a higher level of surveillance.

  As described, DPP 500 P III-416 section 5.2[8] asserts that all customers shall receive uniform consideration [SIR RET 1.7]. To ensure this policy is respected, we encourage City Light to track and routinely review the neighborhoods where CDT performs investigations, with a specific emphasis on racial equity. This information should be made publicly available.

  When asked at the February 27th Surveillance Technology public meeting, SDOT indicated that no tracking is currently being done on where current diversion is enforced.

[8] "SCL DPP 500 P III-416 Current Diversion - Seattle.gov." 11 Jan. 2012, http://www.seattle.gov/light/policies/docs/III-416%20Current%20Diversion.pdf

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seattle.gov/ctab

SPD: 911 Logging Recorder

Comments

This is a technology that the general public would likely already assume is in place. Some of the more sensational 911 call logs have been, for example, played routinely on the news around the country. Since it would not alarm the public to know that 911 call recording is taking place, our recommendations will focus primarily on data use, retention, and access control.

Call logging services are provided by NICE Ltd., an Israeli company founded in 1986. This vendor has had a troubling history with data breaches. For example, a severe vulnerability discovered in 2014 allowed unauthorized users full access to a NICE customer's databases and audio recordings[9]. Again, in 2017, a NICE-owned server was set up with public permissions, exposing phone numbers, names, and PINs of 6 million Verizon customers[10].

Recommendations

- SIR Appendix K includes a CJIS audit performed in 2017. SIR section 4.10 also mentions that ITD (Seattle IT) periodically performs routine monitoring of the SPD systems.

  However, given the problematic history with the quality of the technology vendor, if any of the NICE servers, networks, or applications were installed by the vendor (or installation was overseen/advised by the vendor), we recommend an external audit of the implementation of the call logging technology.

- SIR sections 3.3 and 4.2 outline the SPD-mandated access control and data retention policies, however it is not apparent if there is a policy that strictly locks down the use of this technology to a well-defined list of allowed cases. We recommend formally documenting the allowed 911 Logging use cases, and creating a new SIR for any new desired applications of this technology.

  With a 90-day retention policy [SIR 4.2], and with SPD receiving 900,000 calls per year[11], there are about 220,000 audio recordings existing at any given time. This is enough for a data mining, machine learning, or voice recognition project.

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[9] "Backdoor in Call Monitoring, Surveillance Gear — Krebs on Security." 28 May. 2014, https://krebsonsecurity.com/2014/05/backdoor-in-call-monitoring-surveillance-gear/
[10] "Nice Systems exposes 14 million Verizon customers on open AWS ...." 12 Jul. 2017, https://www.techspot.com/news/70106-nice-systems-exposes-14-million-verizon-customers-open.html
[11] "9-1-1 Center - Police | seattle.gov." https://www.seattle.gov/police/about-us/about-policing/9-1-1-center

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SPD: Computer-Aided Dispatch (CAD)

Comments

As mentioned in the section "SFD: Computer-Aided Dispatch (CAD)" and the section "SPD: 911 Logging Recorder", these dispatch technologies are mandatory for functional emergency services of a city this size. No other system would be able to meet the federal- and state-mandated response times and reporting requirements.

SIR section 4.10 mentions that ITD (Seattle IT) performs routine inspections of the Versaterm implementation.

Versaterm, founded in 1977, provides the technology used by SPD's CAD system. SPD purchased this technology in 2004. In September of 2016, there was a legal dispute between Versaterm and the City of Seattle over a Public Records Act (PRA) disclosure of certain training and operating manuals[12]. The court ruled in favor of Versaterm.

Recommendations

- It is not immediately clear what use cases are described in SIR 2.5 describing data access by "other civilian staff whose business needs require access to this data". All partnerships and data flows between SPD and businesses should be explicitly disclosed.

- This system has been in place for 15 years. As with any technology, advancements in security, speed, usefulness, and reliability come swiftly. Due to the age of the technology, and the potential damaged relationship between Seattle and Versaterm due to the aforementioned legal dispute, we recommend conducting a survey into the plausibility of replacing Versaterm as SPD's CAD solution.

- As mentioned in the introduction to this document, Seattle has adopted the Welcoming Cities Resolution[13]. In honoring this resolution, we recommend that SPD never disclose identifying information, from CAD or any system, to Immigrations and Customs Enforcement (ICE) without a criminal warrant.

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[12] "Versaterm Inc. v. City of Seattle, CASE NO. C16-1217JLR | Casetext." 13 Sep. 2016, https://casetext.com/case/versaterm-inc-v-city-of-seattle-2
[13] "Welcoming Cities Resolution - Council | seattle.gov." http://www.seattle.gov/council/issues/past-issues/welcoming-cities-resolution

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SPD: CopLogic

Comments

Track 1 - Public reporting of no-suspect, no-evidence, non-emergency crimes

CTAB understands that in cases where no evidence or suspect is available, a crime should be reported (for statistical or insurance purposes) but does not require the physical appearance of an SPD officer.

Track 2 - Retail Loss Prevention

This track is more problematic, as it could be used by retailers as a method to unreasonably detain, intimidate, or invade the privacy of a member of the public accused of, but not proven guilty of, shoplifting.

Recommendations

- **Track 2**: If not already done, retailers should be trained and informed that having a CopLogic login does not allow them to act as if they are law enforcement officers. Members of the public suspected of shoplifting need to have an accurate description of their rights in order to make informed decisions before providing identifying information. Retailers are also held to a lower standard than SPD regarding racial bias. It is virtually guaranteed that people of color are disproportionately apprehended and entered into the retail track of CopLogic.

  We recommend discontinuing Track 2 entirely.

- **Track 1 & 2**: If not already done, SPD, in coordination with Seattle IT, should perform or hire a company to perform an audit of the vendor's systems. If this audit has not been performed in the 8 years since purchasing this system, it should absolutely be done before the 10-year mark in 2020.
- **Track 1 & 2**: It is not immediately clear in the SIR or LexisNexis's Privacy Policy what CopLogic does with these records long-term, after SPD has imported them into their on-premises system. A written statement from LexisNexis on how this data is used, mined, or sold to affiliates/partners should be acquired by SPD.
- **Track 1 & 2**: We recommend migrating CopLogic to an on-premises solution. We found the LexisNexis privacy policy to be obfuscated and vague[14]. Such sensitive information should not be protected by trust alone.

[14] "Privacy Policy | LexisNexis." 7 May. 2018, https://www.lexisnexis.com/en-us/terms/privacy-policy.page

AMERICAN CIVIL LIBERTIES UNION
Washington

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Tana Lin
Board President

Michele Storms
Executive Director

Shankar Narayan
Technology & Liberty Project Director

March 20, 2019

RE: ACLU-WA Comments Regarding Group 2 Surveillance Technologies

Dear Seattle IT:

On behalf of the ACLU of Washington, I write to offer our comments on the surveillance technologies included in Group 2 of the Seattle Surveillance Ordinance process. We are submitting these comments by mail and electronically because they do not conform to the specific format of the online comment form provided on the CTO's website, and because the technologies form groups in which some comments apply to multiple technologies.

These comments should be considered preliminary, given that the Surveillance Impact Reports (SIR) for each technology leave a number of significant questions unanswered. Specific unanswered questions for each technology are noted in the comments relating to that technology, and it is our hope that those questions will be answered in the updated SIR provided to the Community Surveillance Working Group and to the City Council prior to their review of that technology. In addition to the SIR, our comments are also based on independent research relating to the technology at hand.

The 8 technologies in Group 2 are covered in the following order.

I. Acyclica (SDOT)

II. CopLogic (SPD)

III. Computer-Aided Dispatch & 911 Logging Recorder Group

1. Computer-Aided Dispatch (SPD)
2. Computer-Aided Dispatch (SFD)
3. 911 Logging Recorder (SPD)

IV. Current Diversion Technology Group

1. Check Meter Device (Seattle City Light)
2. SensorLink Amp Fork (Seattle City Light)
3. Binoculars/Spotting Scope (Seattle City Light)

I. Acyclica - SDOT

Background

Acyclica technology is a powerful location-tracking technology that raises a number of civil liberties concerns because of its ability to uniquely identify individuals and their daily movements. Acyclica (via its hardware vendor, Western Systems), manufactures Intelligent Transportation System (ITS) sensors called RoadTrend that are used by the Seattle Department of Transportation for the stated purpose of traffic management. These RoadTrend sensors collect encrypted media access control (MAC) addresses, which are transmitted by any Wi-Fi enabled device including phones, cameras, laptops, and vehicles. Collection of MAC addresses, even when hashed (a method of de-identifying data irreversibly),[1] can present locational privacy challenges.

Experts analyzing a dataset of 1.5 million individuals found that just knowing four points of approximate spaces and times that individuals were near cell antennas or made a call were enough to uniquely identify 95% of individuals.[2] In the case of Acyclica's operation in Seattle, the dataset is comprised of MAC addresses recorded on at least 301 intersections,[3] which allows Acyclica to generate even more precise location information about individuals. Not only do the RoadTrend sensors pick up the MAC addresses of vehicle drivers and riders, but these sensors can also pick up the MAC addresses of all nearby individuals, including pedestrians, bicyclists, and people in close structures (e.g., apartments, offices, and hospitals). Acyclica technology's location tracking capabilities means that SDOT's use of Acyclica can not only uniquely identify individuals with ease, but can also create a detailed map of their movements. This raises privacy concerns for Seattle residents, who may be tracked without their consent by this technology while going about their daily lives.

These location-tracking concerns are exacerbated by the lack of clarity around whether SDOT has a contract with Acyclica (see below). Without a contract, data ownership and scope of data sharing and repurposing by Acyclica is unclear. For example, without contractual restrictions, Acyclica

[1] Hashing is a one-way function that scrambles plain text to produce a unique message digest. Unlike encryption—which is a two-way function, allowing for decryption—what is hashed cannot be un-hashed. However, hashed location data can still be used to uniquely identify individuals. While it is infeasible to compute an input given only its hash output, pre-computing a table of hashes is possible. These types of tables consisting of pre-computed hashes and their inputs are called rainbow tables. With a rainbow table, if an entity has a hash, then they only need to look up that hash in their table to then know what the original MAC address was.

[2] Montjoye, Y., Hidalgo, C., Verleysen, M., and Blondel, V. 2013. Unique in the Crowd: The privacy bounds of human mobility. *Scientific Reports.* 3:1375.

[3] The SIR states that SDOT has 301 Acyclica units installed throughout the City. However, an attached location excel sheet in Section 2.1 lists 389 Acyclica units, but only specifies 300 locations.

would be able to share the raw data (i.e., the non-aggregated, hashed data before it is summarized and sent to SDOT) with any third parties, and these third parties would be able to use the data in any way they see fit, including combining the data with additional data such as license plate reader or facial recognition data. Acyclica could also share the data with law enforcement agencies that may repurpose the data, as has happened with other City data. For example, in 2018, U.S. Immigration and Customs Enforcement (ICE) approached Seattle City Light with an administrative subpoena demanding information on a particular customer location, including phone numbers and information on related accounts.[4] ICE also now has agency-wide access to a nationwide network of license plate readers controlled by Vigilant Solutions,[5] indicating the agency may seek additional location data for immigration enforcement purposes in the future. Data collected via Acyclica should never be used for law enforcement purposes.

The uncertainty around the presence or absence of a contract contributes to two key issues: (1) lack of a clearly defined purpose of use of Acyclica technology; and (2) lack of clear restrictions on the use of Acyclica technology that track that purpose. With no contract, SDOT cannot enforce policies restricting the use of Acyclica technology to the intended purpose.

There are also a number of contradictory statements in the SIR concerning the operation of Acyclica technology,[6] as well as discrepancies between the SIR, the information shared at the technology fair (the first public meeting to discuss the Group 2 technologies),[7] and ACLU-WA's conversation with the President of Acyclica, Daniel Benhammou. All these leave us with concerns over whether SDOT fully understands (and the SIR reflects) the capabilities of the technology. In addition, there remain a number of critical unanswered questions that the final SIR must address (set forth below).

Of additional concern is the recent acquisition of Acyclica by FLIR Systems, an infrared and thermal imaging company funded by the U.S. Department of Defense.[8] As of March 2019, FLIR has discontinued Acyclica RoadTrend sensors.[9] Neither the implications of the FLIR acquisition nor the discontinuation of the RoadTrend sensors are mentioned in the SIR—but if the sensors used will change, the SIR should make clear how that will impact the technology.

a. Specific Concerns

- *Inadequate Policies Defining Purpose of Use.* Policies cited in the SIR are vague,

[4] https://crosscut.com/2018/02/immigration-officials-subpoena-city-light-customer-info
[5] https://www.theverge.com/2018/3/1/17067188/ice-license-plate-data-california-vigilant-solutions-alpr-sanctuary
[6] Explained in further detail in 1. Acyclica – SDOT *Major Concerns* below.
[7] http://www.seattle.gov/tech/initiatives/privacy/events-calendar#/?i=3
[8] https://www.crunchbase.com/acquisition/flir-systems-acquires-acyclica--e6043a1a#section-overview
[9] https://www.flir.com/support/products/roadtrend#Specifications

short, and impose no meaningful restrictions on the purposes for which Acyclica devices may be used.[10] Section 1.1 of the abstract set forth in the SIR states that Acyclica is used by over 50 agencies to "to help to monitor and improve traffic congestion." Section 2.1 is similarly vague, providing what appear to be examples of some types of information the technology produces (e.g., calculated average speeds) in order to facilitate outcomes (correcting traffic signal timing, providing information to travelers about expected delays, and allowing SDOT to meet traffic records and reporting requirements)—but it's not clear this list is exhaustive. Section 2.1 fails to describe the purpose of use, all the types of information Acyclica provides, and all the types of work that Acyclica technology facilitates. All these must be clarified.

- *Lack of Clarity on Whether Acyclica and SDOT have a Written Contract.* The SIR does not state that any contract exists, and in the 2018 conversation ACLU-WA had with Benhammou, he stated that there was no contract between the two parties. However, at the 2019 technology fair, the SDOT representative affirmatively stated that SDOT has a contract with Acyclica. As previously mentioned, the lack of a contract limits SDOT's ability to restrict the scope of data sharing and repurposing. The only contractual document provided appears to be a terms sheet in Section 3.0 detailing SDOT's terms of service with Western Systems (the hardware vendor that manufactures the Acyclica RoadTrend sensors), which states that Western Systems only deals with the maintenance and replacement of the hardware used to gather the data, and not the data itself.

- *Lack of Clarity on Data Ownership.* At the technology fair, the SDOT representative stated that SDOT owns all the data collected (including the raw data), but the SIR only states that the aggregated traffic data is owned by SDOT. In the 2018 conversation, Benhammou stated that Acyclica owns all the raw data. There is an apparent lack of clarity between SDOT and Acyclica concerning ownership of data that must be addressed.

- *Data Retention Periods are Unclear.* Section 5.2 of the SIR states that there is a 10-year internal deletion requirement for the aggregated traffic data owned by SDOT, but pg. 37 of the SIR states that "the data is deleted within 24 hours to prevent tracking devices over time." In the 2018 interview, Benhammou stated that Acyclica retains all non-aggregated data indefinitely. It is unclear whether the different retention periods stated in the SIR are referring to different types of data. The lack of clarity on data retention periods also relates to the lack of clarity on data ownership given that data retention periods may depend on data ownership.

[10] As noted in 1. Acyclica – SDOT *Background* above.

- *Inaccurate Descriptions of Anonymization/Data Security Practices.* The SIR appears to use the terms "encryption" and "hashing" interchangeably in some parts of the SIR, making it difficult to clearly understand Acyclica's practices in this area. For example, Section 7.2 states: "Contractually, Acyclica guarantees that the data gathered is encrypted to fully eliminate the possibility of identifying individuals or vehicles." But by design, encryption allows for decryption with a key, meaning anyone with that key and access to the data can identify individuals. (Also, if there is no contract between SDOT and Acyclica, the use of 'contractually' is misleading). This language is also used in the terms sheet detailing SDOT's contract with Western Systems (in Section 2.5.1 in the embedded contract). The SIR compounds this confusion with additional contradictory statements. For example, the SIR states in multiple sections that the data collected by the RoadTrend sensors are encrypted and hashed on the actual sensor. However, according to a letter from Benhammou provided by SDOT representatives at the technology fair,[11] the data is never hashed on the sensor—the data is only hashed after being transmitted to Acyclica's cloud server. These contradictory descriptions cause concern.

- *No Restrictions on Non-City Data Use.* Section 6.3 of the SIR states that there are no restrictions on non-City data use. However, there are no policies cited making clear the criteria for such use, any inter-agency agreements governing sharing of Acyclica data with non-City parties, or why the data must be shared in the first place.

- *Not All Locations of Acyclica Devices are Specified.* Section 2.1 of the SIR states that there are 301 Acyclica locations in Seattle. However, in the embedded excel sheet detailing the serial numbers and specific intersections in which Acyclica devices are installed, there are 389 serial numbers, but only 300 addresses/locations specified. The total number and the locations of Acyclica devices collecting data in Seattle is unclear. This gives rise to the concern that there are unspecified locations in which Acyclica devices are collecting MAC addresses.

- *No Mention of RoadTrend Sensor Discontinuation.* As noted in the background,[12] Acyclica has been acquired by FLIR, an infrared and thermal imaging company. As of March 2019, FLIR's product webpage states that the Acyclica RoadTrend sensors (those currently used by SDOT) have been discontinued.[13] From the information we have, it is unclear if SDOT will be able to continue using the RoadTrend sensors described in the 2019 SIR. Given that FLIR sensors, such as the TrafiOne, have capabilities that go much farther than those of the

[11] Included in Appendix 1.
[12] As noted in 1. Acyclica – SDOT *Background* above.
[13] https://www.flir.com/support/products/roadtrend#Specifications

RoadTrend sensors (e.g., camera technology and thermal imaging)[14] as well as potentially different technical implementations, their use would give rise to even more serious privacy and misuse concerns. Neither the implications of the FLIR acquisition nor the discontinuation of the RoadTrend sensors are mentioned in the SIR.

- *No Mention of Protecting MAC Addresses of Non-Drivers/Riders (e.g., people in nearby buildings).* The Acyclica sensors will pick up the MAC addresses of all nearby individuals, regardless of whether they are or are not driving or riding in a vehicle. The SIR does not mention any steps taken to reduce the privacy infringements on non-drivers/riders.

b. Outstanding Questions That Must be Addressed in the Final SIR:

- For what specific purpose or purposes will Acyclica be used, and what policies state this?
- Does SDOT have a contract with Acyclica, and if so, why is the contract not included in the SIR?
- Who owns the raw, non-aggregated data collected by Acyclica devices?
- What is the retention period for the different types of collected data (aggregated and non-aggregated)—for both SDOT and Acyclica?
- Provide accurate descriptions of Acyclica's data security practices, including encryption and hashing, consistent with the letter from Daniel Benhammou, including any additional practices that prevent reidentification.
- What third parties will access Acyclica's data, for what purpose, and under what conditions?
- Why are 89 locations not specified in the embedded Acyclica locations sheet in Section 2.1 of the SIR?
- Will SDOT continue to use Acyclica RoadTrend Sensors, and for how long? If SDOT plans to switch to other sensors, which ones, and how do their capabilities differ from the RoadTrend Sensors?
- Did SDOT consider any other alternatives when deciding to acquire Acyclica? Did SDOT consider other, more privacy protective traffic management tools in use (for example, inductive-loop detectors currently used by the Washington State Department of Transportation and the US

[14] https://www.flir.com/support/products/trafione#Resources

Department of Transportation)?[15]

- How does SDOT plan to reduce the privacy infringements on non-drivers/riders?

c. *Recommendations for Regulation:*

At this stage, pending answers to the questions set forth above, we can make only preliminary recommendations for regulation of Acyclica. We recommend that the Council adopt, via ordinance, clear and enforceable rules that ensure, at a minimum, the following:

- There must be a binding contract between SDOT and Acyclica.
- The contract between SDOT and Acyclica must include the following minimum provisions:
  - A data retention period of 12 hours or less for any data Acyclica collects, within which time Acyclica must aggregate the data, submit it to SDOT, and delete both non-aggregated and aggregated data.
  - SDOT receives only aggregated data.
  - SDOT owns all data, not Acyclica.
  - Acyclica cannot share the data collected with any other entity besides SDOT for any purpose.
- The ordinance must define a specific purpose of use for Acyclica technology, and all use of the tool and its data must be restricted to that purpose. For example: Acyclica may only be used for traffic management purposes, defined as activities concerning calculating average travel times, regulating traffic signals, controlling traffic disruptions, determining the placement of barricades or signals for the duration of road incidents impeding normal traffic flow, providing information to travelers about traffic flow and expected delays, and allowing SDOT to meet traffic records and reporting requirements.
- SDOT must produce an annual report detailing its use of Acyclica, including details how SDOT used the data collected, the amount of data collected, and for how long it was retained and in what form.

II. CopLogic – SPD

[15] https://www.fhwa.dot.gov/publications/research/operations/its/06108/03.cfm

Background

CopLogic (LexisNexis's Desk Officer Reporting System-DORS)[16] is a technology owned by LexisNexis and used by the Seattle Police Department to allow members of the public and retailers to submit online police reports regarding non-emergency crimes. Members of the public and retailers can submit these reports through an online portal they can access via their phone, tablet, or computer. Community members can report non-emergency crimes that have occurred within the Seattle city limits, and retail businesses that participate in SPD's Retail Theft Program may report low-level thefts that occur in their businesses when they have identified a suspect. This technology is used by SPD for the stated purpose of freeing up resources in the 9-1-1 Center, reducing the need for a police officer to be dispatched for the sole purpose of taking a police report.

This technology gives rise to potential civil liberties concerns because it allows for the collection of information about community members, unrelated to a specific incident, and without any systematic method to verify accuracy or correct inaccurate information. In addition, there is lack of clarity surrounding data retention and data sharing by LexisNexis, and around how CopLogic data will be integrated into SPD's Records Management System.

a. Concerns

- *Lack of Clarity on CopLogic/LexisNexis Data Collection and Retention.* There is no information in the SIR or in the contract between SPD and LexisNexis detailing the data retention period by LexisNexis (Section 5.2 of the SIR). This lack of clarity stems in part from an unclear description of what's provided by LexisNexis—it's described as an online portal, but the SIR and the contract provided appears to contemplate in Section 4.8 that LexisNexis will indeed access and store collected data. If true, the nature of that access should be clarified, and data restrictions including clear access limitations and retention periods should accordingly be put in place. Once reports are transferred over to SPD's Records Management System (RMS), the reports should be deleted by CopLogic/LexisNexis.

- *Lack of Clarity on LexisNexis Data Sharing with Other Agencies or Third Parties.* If LexisNexis does access and store data, it should do so only for purposes of fulfilling the contract, and should not share that data with third parties. But the contract between SPD and LexisNexis does not make clear whether LexisNexis is prohibited entirely from sharing data with other entities (it does contain a restriction on "transmit[ting]" the data, but without reference to third parties.

[16] https://risk.lexisnexis.com/products/desk-officer-reporting-system

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- *No Way to Correct Inaccurate Information Collected About Community Members.* Community members or retailers may enter personally-identifying information about third parties without providing notice to those individuals, and there is no immediate, systematic method to verify the accuracy of information that individuals provide about third parties. There are also no stated measures in the SIR to destroy improperly collected data.

- *Lack of clarity on how the CopLogic data will be integrated with and analyzed within SPD's RMS.* At the technology fair, SPD stated that completed complaints will go into Mark43[17] when it is implemented. ACLU-WA has previously raised concerns about the Mark43 system, and it should be made clear how CopLogic data will enter that system, including to what third parties it will be made available.[18]

b. Outstanding Questions That Must be Addressed in the Final SIR:

- What data does LexisNexis collect and store via CopLogic? What are LexisNexis's data retention policies for CopLogic data?

- Are there specific policies restricting LexisNexis from sharing CopLogic data with third parties? If so, what are they?

- Is there any way to verify or correct inaccurate information collected about community members?

- How will CopLogic data be integrated with Mark43?

c. Recommendations for Regulation:

Pending answers to the questions set forth above, we can make only preliminary recommendations for regulation of CopLogic. SPD should adopt clear and enforceable policies that ensure, at a minimum, the following:

- After CopLogic data is transferred to SPD's RMS, LexisNexis must delete all CopLogic data.

- LexisNexis is prohibited from using CopLogic data for any purpose other than those set forth in the contract, and from sharing CopLogic data with third parties.

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[17] https://www.aclu-wa.org/docs/aclu-letter-king-county-council-regarding-mark-43

[18] A Records Management System (RMS) is the management of records for an organization throughout the records-life cycle. New RMSs (e.g., Mark43) may have capabilities that allow for law enforcement agencies to track and analyze the behavior of specific groups of people, leading to concerns of bias in big data policing, particularly for communities of color.

- Methods are available to the public to correct inaccurate information entered in the CopLogic portal.
- Measures are implemented to delete improperly collected data.

III. Computer-Aided Dispatch & 911 Logging Recorder Group

Overall, concerns around the Computer-Aided Dispatch (CAD) and 911 Logging Recorder technologies focus on use of the technologies and/or collected data them for purposes other than those intended, over-retention of data, and sharing of that data with third parties (such as federal law enforcement agencies). Therefore, for all of these technologies as appropriate, we recommend that the responsible agency should adopt clear and enforceable rules that ensure, at a minimum, the following:

- The purpose of use must be clearly defined, and its operation and data collected must be explicitly restricted to that purpose only.
- Data retention must be limited to the time needed to effectuate the purpose defined.
- Data sharing with third parties, if any, must be limited to those held to the same restrictions.
- Clear policies must govern operation, and all operators should be trained in those policies.

Specific comments follow:

1. Computer-Aided Dispatch – SPD

Background

CAD is a software package (made by Versaterm) utilized by the Seattle Police Department's 9-1-1 Center that consists of a set of servers and software deployed on dedicated terminals in the 9-1-1 center, in SPD computers, and as an application on patrol vehicles' mobile data computers and on some officers' smart phones. The stated purpose of CAD is to assist 9-1-1 Center call takers and dispatchers with receiving requests for police services, collecting information from callers, and providing dispatchers with real-time patrol unit availability. Concerns include lack of clarity surrounding data retention and data sharing with third parties.

a. Concerns:

- *Lack of clarity on data retention within CAD v. RMS.* While the SIR makes clear that at some point, CAD data is transferred to SPD's RMS, it is unclear what data, if any, the CAD system itself retains and for how long. If the CAD system does retain some data (for example, call logs)

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independent of the RMS, and that data is accessible to the vendor, appropriate data protections should be put in place. But because the SIR usually references "data collected by CAD," it is unclear where that data resides.

- *Lack of a policy defining purpose of the technology and limiting its use to that purpose*: Unlike SFD's similar system, SPD appears to have no specific policy defining the purpose of use for CAD and limiting its use to that purpose.

b. *Outstanding Questions That Must be Addressed in the Final SIR:*

- Does the CAD system itself store data? If so, what data and for how long? Who can access that data?

c. *Recommendations for Regulation:*

Depending on the answer to the question above, appropriate data protections may be needed as described above. In addition, SPD should adopt a policy similar to SFD's, clearly defining purpose and limiting use of the tool to that purpose.

2. Computer-Aided Dispatch – SFD

Background

Computer Aided Dispatch (CAD) is a suite of software packages used by SFD and made by Tritech that provide unit recommendations for 911 emergency calls based on the reported problem and location of a caller. The stated purpose of CAD is to allow SFD to manage emergency and non-emergency call taking and dispatching operations. The technology allows SFD to quickly enable personnel to execute rapid aid deployment.

Generally and positively, SFD clearly defines the purpose of use, restricts CAD operation and data collection to that purpose only, limits sharing with third parties, and specifies policies on operation and training. However, SFD must clarify what data is retained within CAD, data retention policies, and provide information about its data sharing partners.

d. *Concerns*

- *Lack of clarity on data retention within CAD.* It is unclear what data, if any, the CAD system itself retains and for how long. If the CAD system does retain some data (for example, call logs) and that data is accessible to the vendor, appropriate data protections should be put in place.
- *Lack of clarity on data retention policies.* At the technology fair, we learned that CAD data is retained indefinitely. It is not clear what justifies indefinite retention of this data.

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- *Lack of clarity on data sharing partners.* In Section 6.3 of the SIR, SFD states that in rare case where CAD data is shared with partners other than those specifically named in the SIR, a third-party nondisclosure agreement is signed. However, there are no examples or details of who those partners are and the purposes for which CAD data would be shared.

e. Outstanding Questions That Must be Addressed in the Final SIR:

- Does the CAD system itself store data? If so, what data and for how long? Who can access that data?
- Who are SFD's data sharing partners? For what purpose is data shared with them?

f. Recommendations for Regulation:

Depending on the answer to the question regarding if the CAD system itself stores data, appropriate data protections may be needed as described above. SFD should adopt a clear policy requiring deletion of CAD data no longer needed. In addition, depending on how data is shared, SFD should adopt a policy that clearly limits what for what purposes CAD data would be shared, and with what entities.

3. 911 Logging Recorder – SPD

Background

The NICE 911 logging recorder is a technology used by SPD to audio-record all telephone calls to SPD's 9-1-1 communications center and all radio traffic between dispatchers and patrol officers. The stated purpose of the 9-1-1 Logging Recorder is to allow SPD to provide evidence to officers and detectives who investigate crimes and the prosecutors who prosecute offenders. These recordings also provide transparency and accountability for SPD, as they record in real time the interactions between 9-1-1 call takers and callers, and the radio traffic between 9-1-1 dispatchers and police officers. The NICE system also supports the 9-1-1 center's mission of quickly determining the nature of the call and getting the caller the assistance they need as quickly as possible with high quality, consistent and professional services.

Concerns include lack of clarity surrounding data retention schedules and data sharing with third parties.

a. Concerns

- *Lack of clarity on data retention.* Section 4.2 of the SIR states: "Recordings requested for law enforcement and public disclosure are downloaded and maintained for the retention period related to the incident type." Similar to other technologies noted above, it is unclear whether the 9-1-1 system itself stores these recordings, or if they are stored on SPD's RMS. If the former, it should be made clear how the technology vendor accesses these recordings and for what purpose, if at all.

- *More clarity needed on data sharing with third parties.* There are no details or examples of the "discrete pieces of data" that are shared outside entities and individuals as referenced in Section 6.0 of the SIR.

b. Outstanding Questions That Must be Addressed in the Final SIR:

- What is SPD's data retention schedule for data stored in the NICE system, if any?
- What "discrete pieces of data" does SPD share with third parties?

c. Recommendations for Regulation:

SPD should adopt a clear policy requiring deletion of data no longer needed. In addition, depending on how data is shared, SPD should adopt a policy that clearly limits what for what purposes data would be shared, and with what entities.

IV. Current Diversion Technology Group – Seattle City Light

The technologies in this group—the Check Meter device (SensorLink TMS), the SensorLink Amp Fork, and the Binoculars/Spotting Scope raise civil liberties concerns primarily due to lack of explicit, written policies imposing meaningful restrictions on use of the technologies. While the purpose of the current diversion technologies appears clear—to assess whether suspected diversions of current have occurred and/or are continuing to occur—there are no explicit policies in the SIR detailing restrictions on what can and cannot be recorded by these technologies.

Below are short descriptions of the technologies, followed by concerns and recommendations.

Background

1. Check Meter Device (SensorLink TMS)

The SensorLink TMS device measures the amount of City Light-provided electrical energy flowing through the service-drop wire over time, digitally capturing the instantaneous information on the device for later retrieval by the Current Diversion Team via the use of a secure wireless protocol.

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The stated purpose of use is to allow Seattle City Light to maintain the integrity of its electricity distribution system, to determine whether suspected current diversions have taken place, and to provide the valuation of the diverted energy to proper authorities for cost recovery.

2. SensorLink Amp Fork

The SensorLink Amp Fork is an electrical device mounted on an extensible pole allowing a circular clamp to be placed around the service-drop wire that provides electrical service to a customer location via its City Light-provided meter. The device then displays instantaneous readings of the amount of electrical energy (measured in amperage, or "amps") that the Current Diversion Team may compare against the readings displayed on the meter, allowing them to determine if current is presently being diverted.

The stated purpose of use of the Amp Fork is to allow Seattle City Light to assess whether suspected diversions of current have occurred and/or are continuing to occur. The Amp Fork allows the Utility to determine the valuation of the energy illegally diverted, which supports City Light's mission of recovering this value for ratepayers via a process called "back-billing."

3. Binoculars/Spotting Scope

The binoculars are standard, commercial-grade, unpowered binoculars. They do not contain any special enhancements requiring power (e.g., night-vision or video-recording capabilities). They are used to read a meter from a distance when the Current Diversion Team is otherwise unable to access physically the meter for the purpose of inspection upon suspected current diversion.

The stated purpose of the binoculars is to allow Seattle City Light to inspect meters and other implicated electrical infrastructure at a distance. If a determination of diversion is sustained, data may be used to respond to lawful requests from the proper law enforcement authorities for evidence for recovering the value of the diverted energy.

a. Concerns Regarding all Three Current Diversion Technologies

- *Absence of explicit, written policies imposing meaningful restrictions on use.* At the technology fair, a Seattle City Light representative stated that these technologies are used only for the purpose of checking current diversions, but could not confirm that Seattle City Light had clear, written policies for what data could and could not be recorded (e.g., an employee using the binoculars to view non-meter related information). The absence of written, specific policies increases the risk of unwarranted surveillance of individuals. There is also no mention in the SIRs of specific data protection policies in place to safeguard the data (e.g., encryption, hashing, etc.).

- *Seattle City Light's records retention schedule is mentioned in the SIRs, but details about it are omitted.* It is unclear how long Seattle City Light retains data collected, and for what reason.

b. Outstanding Questions That Must be Addressed in the Final SIR:

- What enforceable policies, if any, apply to use of these three technologies?

- What is Seattle City Light's data retention schedule?

c. Recommendations for Regulation:

Seattle City Light must create clear, enforceable policies that, at a minimum:

- Define purpose of use for each technology and restrict its use to that purpose.
- Clearly state what clear data protection policies exist to safeguard stored data, if any, and ensure the deletion of data collected by the technology immediately after the relevant current diversion investigation has closed.

Thank you for your consideration, and please don't hesitate to contact me with questions.

Best,

Shankar Narayan
Technology and Liberty Project Director

Jennifer Lee
Technology and Liberty Project Advocate

Appendix 1: Benhammou Letter

Acyclica

February 6th, 2015

RE: Acyclica data privacy standards

To whom it may concern:

The purpose of this letter is to provide information regarding the data privacy standards maintained by Acyclica. Acyclica is a traffic information company specializing in traffic congestion information management and analysis. Among the various types of data sources which make of Acyclica's traffic data portfolio including GPS probe data, video detection and inductive loops, Acyclica also utilizes our own patent-pending technology for the collection of Bluetooth and Wifi MAC addresses. MAC or Media Access Control addresses are unique 48-bit numbers which are associated with devices with Bluetooth and/or Wifi capable devices.

While MAC addresses themselves are inherently anonymous, Acyclica goes to great lengths to further obfuscate the original source of data through a combination of hashing and encryption to all but guarantee that information derived from the initial data bears no trace of any individual.

Acyclica's technology for collecting MAC addresses for congestion measurement operates by detecting nearby MAC addresses. The MAC addresses are then encrypted using GPG encryption before being transmitted to the cloud for processing. Encrypting the data prior to transmission means that no MAC addresses are ever written where they can be retrieved from the hardware. Once the data is received by our servers, the data is further anonymized using a SHA-256 algorithm which makes the raw MAC address nearly impossible to decipher from the hashed output. Furthermore, any customer seeking to download data for further investigation or integration through our API can only ever view the hashed MAC address.

Acyclica occasionally provides data to partners to help enhance the quality of congestion information. The information which is provided to such partners is received through API calls which only return aggregated information about traffic data over a given period such as the average travel-time over a 5-minute period. Aggregating the data provides a final layer of anonymization by reporting on the collective trend of all vehicles rather than the specific behavior of a single vehicle.

As always questions, comments and concerns are welcome. Please do let me know if we can provide further clarity and transparency on our internal operations with regards to data processing and privacy standards. We take the privacy of the public very seriously and always treat our customers and the data with the utmost respect.

Regards,

Daniel Benhammou
President
Acyclica Inc.

Appendix H: Comment Analysis Methodology

Overview

The approach to comment analysis includes combination of qualitative and quantitative methods. A basic qualitative text analysis of the comments received, and a subsequent comparative analysis of results, were validated against quantitative results. Each comment was analyzed in the following ways, to observe trends and confirm conclusions:

1. Analyzed collectively, as a whole, with all other comments received
2. Analyzed by technology
3. Analyzed by technology and question

A summary of findings are included in Appendix B: Public Comment Demographics and Analysis. All comments received are included in Appendix E: All Individual Comments Received.

Background on Methodological Framework

A modified Framework Methodology was used for qualitative analysis of the comments received, which "*…approaches [that] identify commonalities and differences in qualitative data, before focusing on relationships between different parts of the data, thereby seeking to draw descriptive and/or explanatory conclusions clustered around themes" (Gale, N.K., et.al, 2013).* Framework Methodology is a coding process which includes both inductive and deductive approaches to qualitative analysis.

The goal is to classify the subject data so that it can be meaningfully compared with other elements of the data and help inform decision-making. Framework Methodology is "not designed to be representative of a wider population, but purposive to capture diversity around a phenomenon" (Gale, N.K., et.al, 2013).

Methodology

Step One: Prepare Data

1. Compile data received.
    a. Daily collection and maintenance of 2 primary datasets.
        i. Master dataset: a record of all raw comments received, questions generated at public meetings, and demographic information collected from all methods of submission.
        ii. Comment analysis dataset: the dataset used for comment analysis that

contains coded data and the qualitative codebook. The codebook contains the qualitative codes used for analysis and their definitions.

2. Clean the compiled data.
    a. Ensure data is as consistent and complete as possible. Remove special characters for machine readability and analysis.
    b. Comments submitted through SurveyMonkey for “General Surveillance” remained in the “General Surveillance” category for the analysis, regardless of content of the comment. Comments on surveillance generally, generated at public meetings, were categorized as such.
    c. Filter data by technology for inclusion in individual SIRs.

Step Two: Conduct Qualitative Analysis Using Framework Methodology

1. Become familiar with the structure and content of the data. This occurred daily compilation and cleaning of the data in step one.
2. Individually and collaboratively code the comments received, and identify emergent themes.
    I. Begin with deductive coding by developing pre-defined codes derived from the prescribed survey and small group facilitator questions and responses.
    II. Use clean data, as outlined in Data Cleaning section above, to inductively code comments.
        A. Each coder individually reviews the comments and independently codes them.
        B. Coders compare and discuss codes, subcodes, and broad themes that emerge.
        C. Qualitative codes are added as a new field (or series of fields) into the Comments dataset to derive greater insight into themes, and provide increased opportunity for visualizing findings.
    III. Develop the analytical framework.
        A. Coders discuss codes, sub-codes, and broad themes that emerge, until codes are agreed upon by all parties.
        B. Codes are grouped into larger categories or themes.
        C. The codes are be documented and defined in the codebook.
    IV. Apply the framework to code the remainder of the comments received.
    V. Interpret the data by identifying differences and map relationships between codes and themes, using R and Tableau.

Step Three: Conduct Quantitative Analysis

1. Identify frequency of qualitative codes for each technology overall, by questions, or by themes:
   I. Analyze results for single word codes.
   II. Analyze results for word pair codes (for context).
2. Identify the most commonly used words and word pairs (most common and least common) for all comments received.
   I. Compare results with qualitative code frequencies and use to validate codes.
   II. Create network graph to identify relationships and frequencies between words used in comments submitted. Use this graph to validate analysis and themes.
3. Extract CSVs of single word codes, word pair codes, and word pairs in text of the comments, as well as the corresponding frequencies for generating visualizations in Tableau.

Step Four: Summarization

1. Visualize themes and codes in Tableau. Use call out quotes to provide context and tone.
2. Included summary information and analysis in the appendices of each SIR.

Appendix I: Supporting Policy Documentation

Fire Alarm Center Policy and Operating Guidelines (POG)

FIRE ALARM CENTER

STANDARD OPERATING PROCEDURES

No. 500 TUB FILE PROGRAM

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when using the Tub File program

DEFINITION: The Tub File is a program that will generate the correct unit stream to send on a response if CAD is down. It is a stand alone version

SEE ALSO: SOP No. 501 (Offline Incident Entry)

1.0 GENERAL

1.1 The “Tub File” laptop is kept behind the Officer position.

1.2 Whenever the FAC is evacuated, regardless of the situation, (relocation drill or emergency), the laptop **MUST** be taken to the new location.

1.3 CAD should run automatically. However, if necessary use the Log In: -

USER ID: dispatch1 PASSWORD: 911911

1.4 There are two rotating laptops that are rotated at the time of monthly CAD maintenance. The Tub File laptop may therefore not be the most current, but will be at most one month behind.

STANDARD OPERATING PROCEDURES

No. 501 OFFLINE INCIDENT ENTRY

POLICY:

The following procedure shall be utilized when entering offline incidents into CAD following a CAD down situation (i.e., when MIS takes CAD down)

1.0 GENERAL

1.1 When MIS takes CAD down, MIS will provide the FAC staff with: *1) A starting incident number to be used for the next incident. Then additional incidents would continue in sequence. An example is T090025782 and b) Printouts of all the incidents taken on the training VisiCAD system during the offline period.*

1.2 Launch VisiCAD login.

(a) On the top menu select "**Tools\System tools\Offline Incident Entry**". It takes a minute or two to load so you need to be patient.

Response Date/Time (*07/30/2014 09:30:00)*

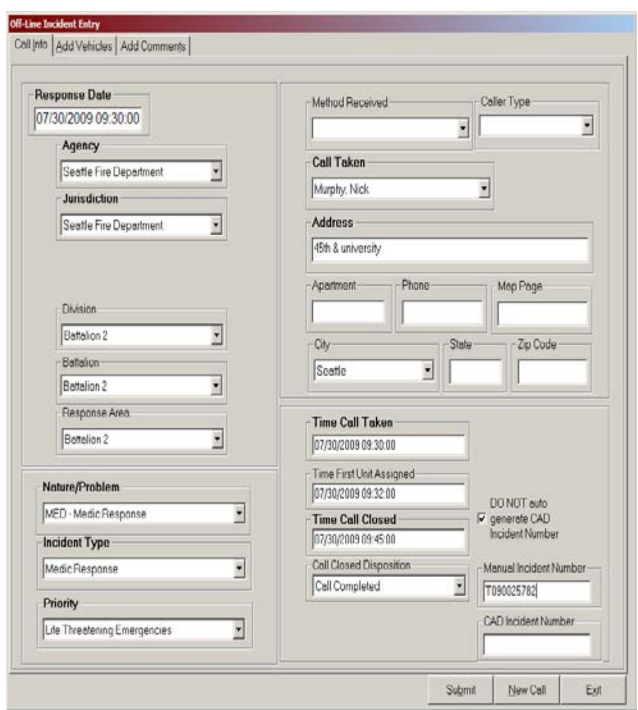
Agency, use drop down *(Seattle Fire Dept)*

Jurisdiction (*Seattle Fire Dept)*

Division & Response Area *(Battalion 2)*

Response Plan/Nature of Problem (*MED – Medic Response)*

Prior ity (*Fire/Medical)*



Call Taken (*Dispatcher)*

Address/Apt *(45 & University)*

City/State/Zip (Seattle)

Time Taken (*07/30/2014 09:30:00)*

Time First Unit Arrived (*07/30/2014 09:32:00)*

Time Call Closed (*07/30/2014 09:45:00)*

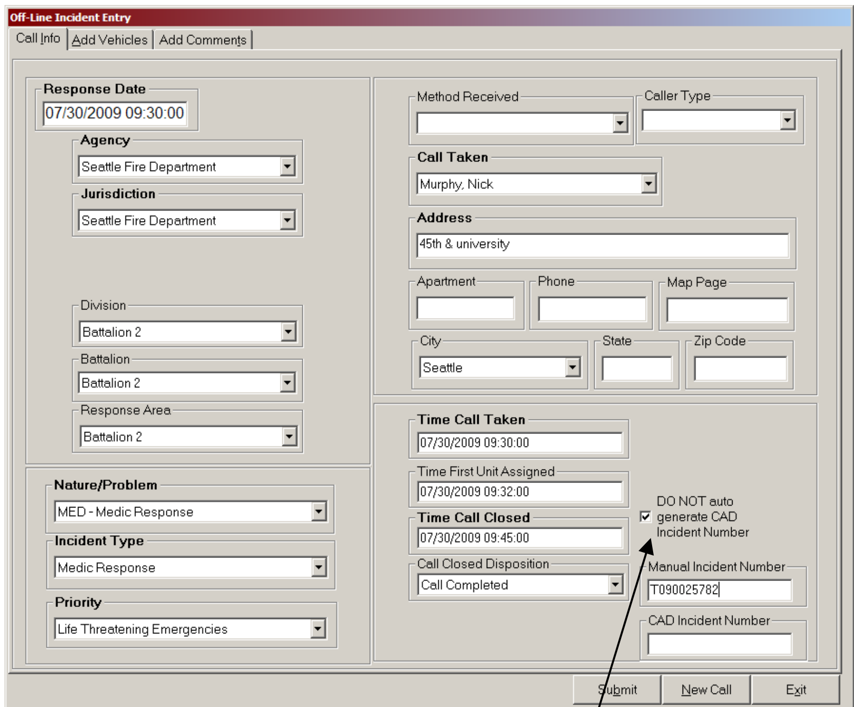
Call Closed Disposition *(Call Completed)*

Check box if MIS has provided Incident No.

Manual Incident No. *(T090025785)*

Figure 1

1.3

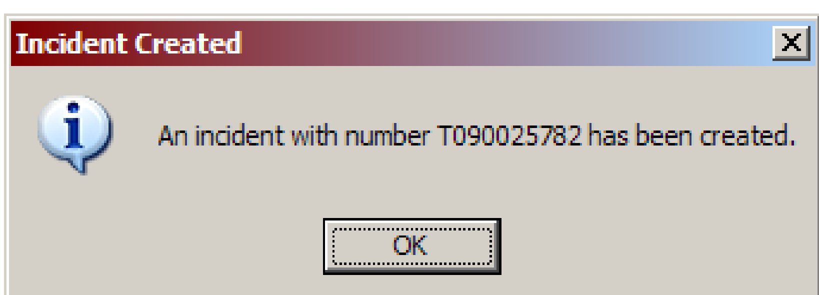


(Figure 2)

1.4 **<u>PLEASE NOTE</u>: Checking the box labeled "DO NOT auto generate CAD Incident Number "is very important" because it prevents you from burning an incident number.**

1.5 Enter the next incident number (or the starting one MIS provides) into the "Manual Incident Number "field and click "Submit".

(1) The software will inform you that an incident has been created by displaying the box in Figure 3.



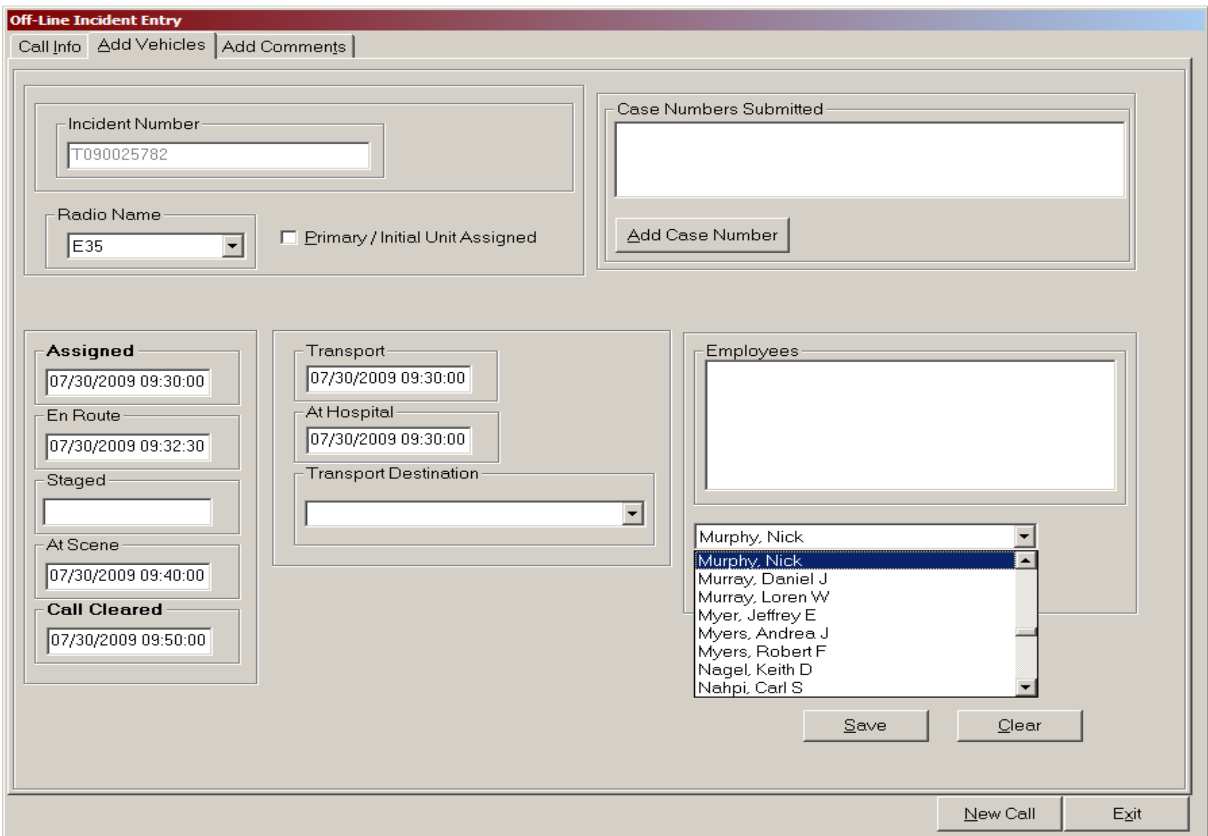
(Figure 3)

1.6 Complete the following steps; the second tab should look like Figure 4.

(1) Enter "**Radio Name**" (E2)

(2) Select "**Primary Unit**" check box if first unit assigned.

(3) Modify "**Assigned Time**" if needed.



(Figure 4)

(1) Modify or Delete "**En-route Time**" if needed.

(2) Delete "**Staged Time**"

(3) Modify or Delete "**At Scene Time**" if needed.

(4) Modify "**Call Cleared Time**"

(5) Modify or Delete "**Transport Time**" if needed.

(6) Modify or Delete “**At Hospital Time**” if needed.

City of Seattle

(7) Select "**Transport Destination**" if needed.

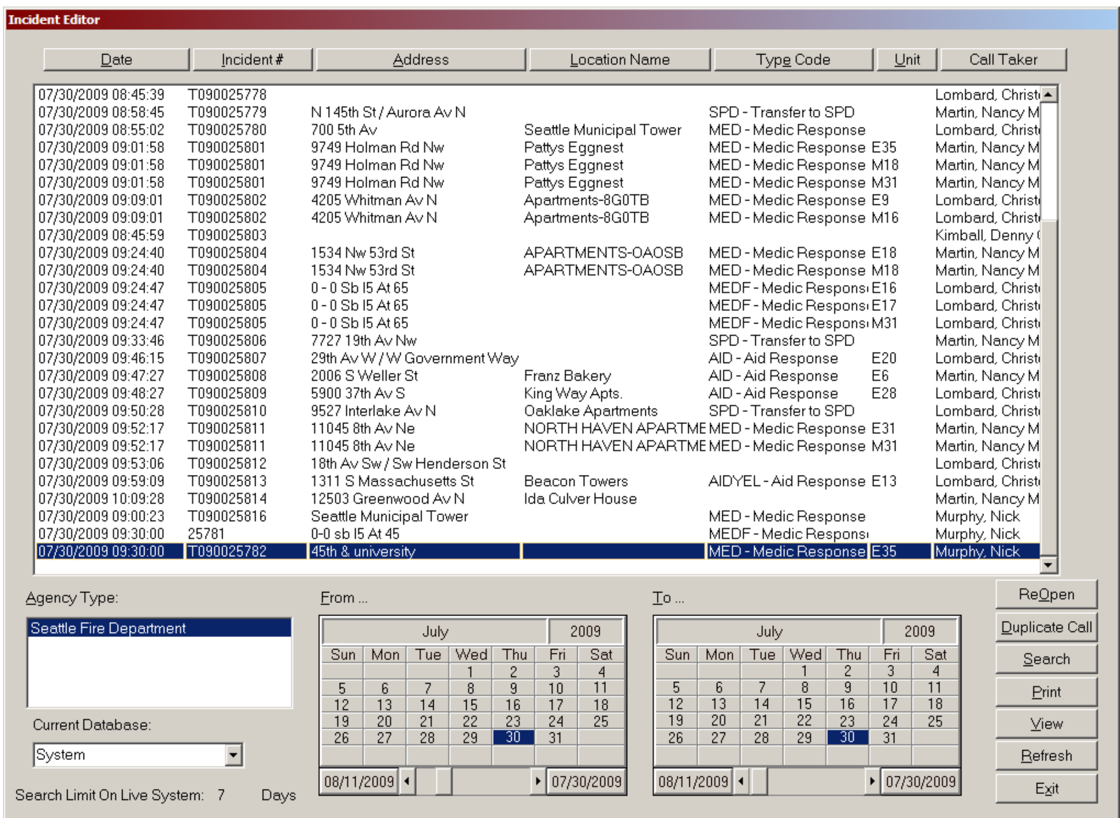
(8) Add "**Employees**" if needed.

(9) Click "**Save Button**"

(10) Enter additional units if needed.

(11) Click Save button and Exit when finished.

1.8 Once you have completed a call you can use the Incident Editor to verify the call in the correct day, see Figure 5.



(Figure 5)

STANDARD OPERATING PROCEDURES

No. 501a Agency Incident Report

Seattle Fire Department Agency Incident Report

Incident Number **F100075540**

Base Response #

Response Date:	08/18/2010 08:05:20		
Priority:	2 Life Threatening Emergencies		
Incident Type:	Medic Response		
Confirmation#:			
Jurisdiction:	Seattle Fire Department		
Division:	Battalion 5		
Battalion:	Battalion 5		
Station:			
Response Area:	Battalion 5		
Response Plan:	MED – Medic Response		
Incident Type:	Medic Response		
Problem:	MED – Medic Reponse		
Location Name:			
Address:	2209 S Ferdinand St		
Apt/Bldg #:	/		
City, State, Zip	Seattle	WA	98108
County:	King		
Location Type:			
Cross Street:	COLUMBIA DR S/BEACON AV S		
Method of Call Rev **Call Back Phone:**			
Caller Type:			
Caller Name:			
Caller Loc Name:			
Caller Address:			
Caller Apt/Bldg #:			
Caller City,State,Zip:			
Caller, County:			
Time Phone Pick Up:			
Time 1st Call Taking Key Stroke			
Time Call Entered Queue:			
Time Call Taking Completed:			
Time First Unit Assigned:			
Time First Unit Enroute:			
Time First Unit Arrived:			
Authorization:			

STANDARD OPERATING PROCEDURES

Patient Name:			
Receiving Physician:			
Referring Physician:			
Request P/U Time:			
Promised P/U Time:			
Appointment Time:			
Call Rcvd To In-Queue:			
Call Rcvd To Call Taking Done:			
In-Queue To First Assign:			
Call Rcvd To First Assign:			
Assigned To First Enroute:			
Enroute To First At Scene:			
Call Rcvd To Call Closed:			
Time Incident Under Control **Time Call Closed:** **Time Sent To Other CAD:** **CallTaking Performed By:** **CallTaking Performed By:** **Command Channel:** **Primary TAC Channel:** **Alternate TAC Channel:** **Call Disposition:** **Performed By:** **Cancel Reason:** **NI/ALI Address:** **ANI/ALI City:** **ANI/ALI Phone:** **ANI/ALI Time Rcvd:**			

No. 502 CAD SIGN-ON

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when logging Operations members on/off the CAD system.

SEE ALSO: SOP No. 511 (Task Force Log-On/Log-Off)
SOP No. 505 (Special Events Log-In)

1.0 GENERAL

1.1 The CAD Sign On application allows members to sign on radios to a unit without a person by selecting Employee 0000 from the list.

1.2 When this happens, CADView Roster shows the rank as "**FF**" and the name as "**Spare Radio**" previously listed as "Attached to Unit".

2.0 RADIO SIGN-ON ASSISTANCE FOR OPERATIONS

2.1 In order to maintain proper software communication and integrity, signing on to units and radios shall be done through CAD Sign-On (and not by VisiCAD).

2.2 Operations personnel are responsible for using CAD Sign-On to assign themselves to the appropriate Special Event.

2.3 The following procedures should be implemented in case the FAC must assist OPS personnel when they are having difficulty using CAD Sign-On and assigning portable radios.

(a) USING CAD SIGN-ON

(1) Double click on the CAD Sign-On icon located on the desktop.

(2) CAD Sign-On no longer requires the user to login with a username and password.

(3) Begin by typing the name of the unit you will be logging on to *(See Figure 1)*. Select the desired unit and hit the *Tab* or *Enter* key to display the selected unit.

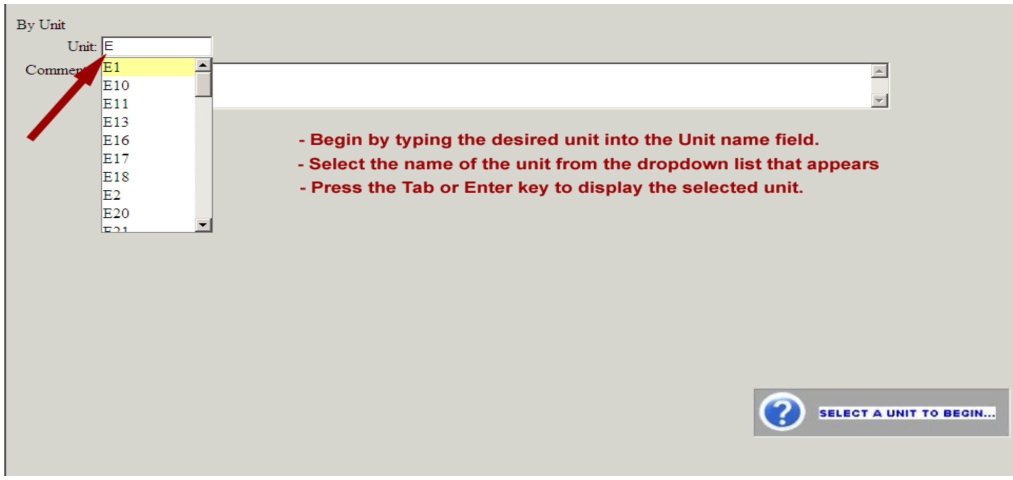


Figure 1

(b) ENTERING CREW MEMBERS INTO UNIT POSITIONS

(1) Enter shift officer or crew members into the appropriate unit positions on the selected unit in the same manner that was used in the previous version of CAD Sign-On.

(2) Unit positions can be filled by entering a member's Injury/Illness number or by beginning to type the member's last name and then selecting the appropriate name from the dropdown list that appears. (*See Figure 2)*

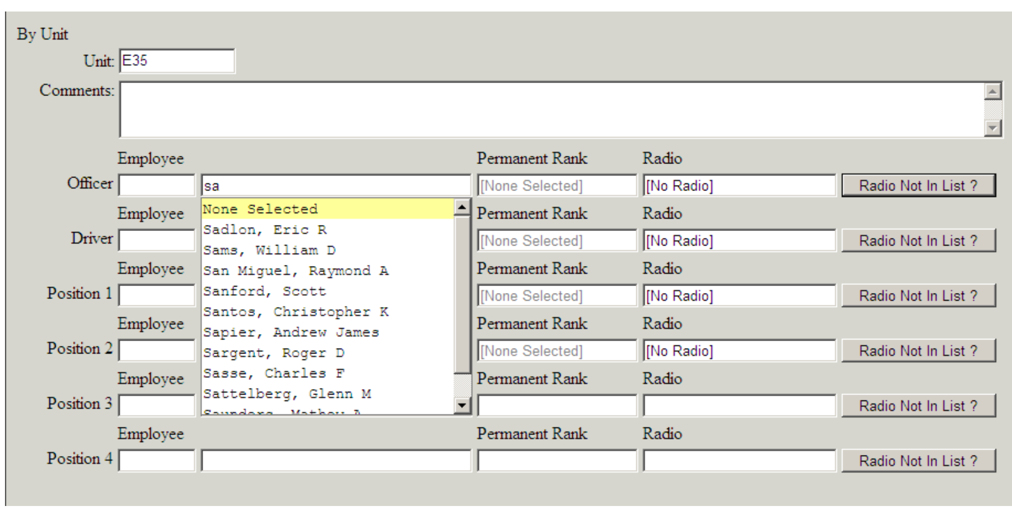


Figure 2

(c) ENTERING RADIOS INTO UNIT POSITIONS

(1) Enter radio numbers into each unit position in the same manner as the previous version of CAD Sign-On. Begin typing the radio number and a dropdown list will appear with all possible matches. Select the desired radio from the list. *(See Figure 3)*

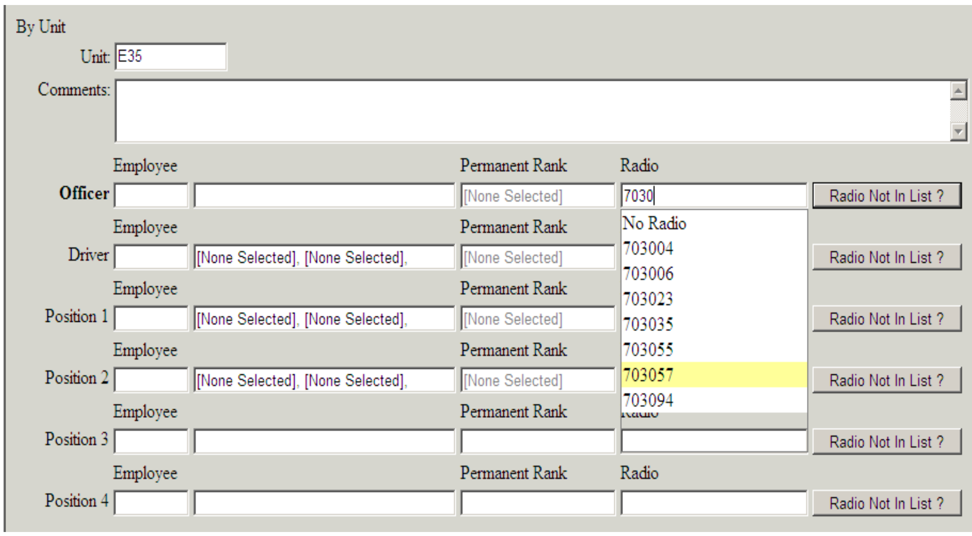


Figure 3

(d) ASSIGNING RADIO(S) TO A UNIT WITHOUT A MEMBER

(1) There are times when it is necessary to assign a radio to a position on a unit without assigning a Member to that position. Follow these steps:

a. In the position you want to assign a radio to, type "0000" as the Employee ID number and press the tab key.

b. In the Employee Name field the words "**Spare Radio**" previously listed as "Attached to Unit" will appear.

c. Tab over to the Radio ID field and enter the radio you wish to assign.

d. Submit your changes. *(See Figure 4)*

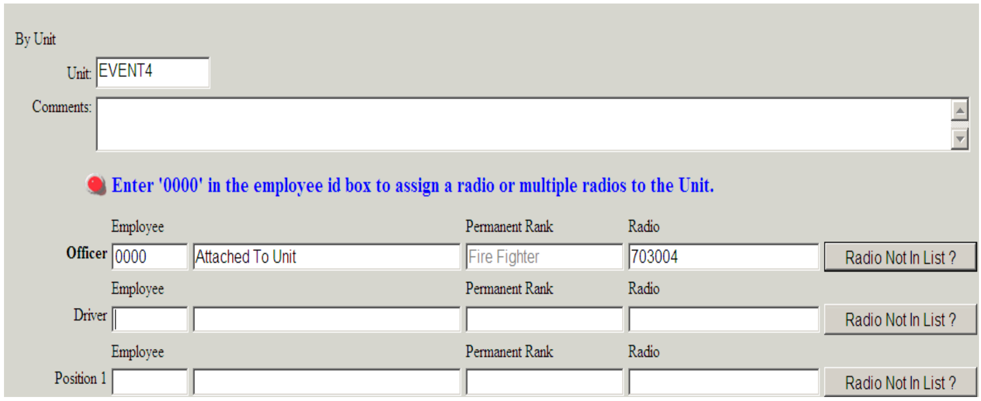


Figure 4

3.0 ERROR MESSAGE SOLUTION NUMBER 1 FOR OPERATIONS

3.1 A radio cannot be assigned to more than one apparatus position as CAD Sign On only allows a radio to be assigned to one position on one unit

(a) When you click the submit button to send your sign-on information to CAD, if any of the radio numbers you are trying to submit are already currently assigned to a position on a different unit, you will see a message appear in the message box area at the bottom of the screen informing you which radio number is the problem and which unit, position and member the radio is currently assigned to.

3.2 If Operations personnel are attempting to assign a radio to a position in an EVENT and they find the error message, *"The selected radio (XXXX, EVENT) is already assigned to a position on the current apparatus*. Either pick another radio or un-assign the radio from Position first if you want to assign this radio, direct Operations personnel as follows:

(a) Verify that this member is no longer using the radio. **THIS IS VERY IMPORTANT.**

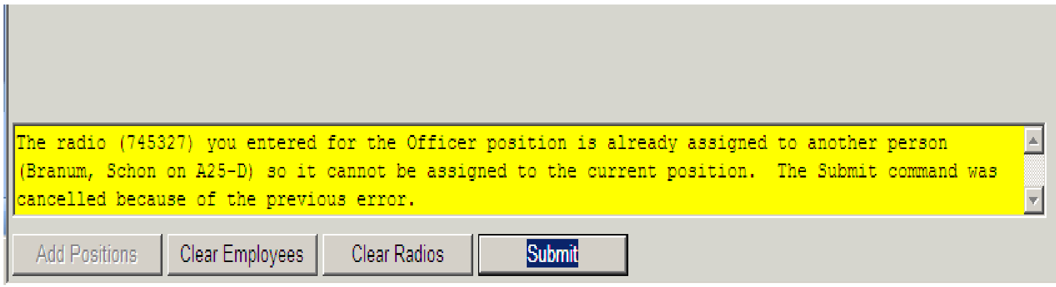
(b) Select the Unit from the "**Unit**" pull-down menu on the FDM Sign-On screen.

(c) At the position listed in the error noted above, set the radio to "**No Radio**" and press **SUBMIT** at the bottom. The "No Radio" selection is at the top of the radio list.

(d) Test the solution by trying to use the radio for the place or person where you would like it to be assigned.

4.0 ERROR MESSAGE SOLUTION NUMBER 2 FOR OPERATIONS

4.1 If Operations personnel are still attempting to assign a radio to a position in an EVENT and the following error message appears:



(a) Re-submit or call SFD MIS Help Desk with the exact error message, direct Operations personnel as follows:

(1) Verify that this person is no longer using the radio. **THIS IS VERY IMPORTANT.**

(2) Select the Unit from the "**Unit**" pulldown menu on the FDM Sign-On screen.

(3) At the position listed in error noted above, sign onto using your injury/illness number and using the radio listed in the error message.

- Press the **SUBMIT** button.
- After submitting, return to that position and set the radio to "No Radio." The "No Radio" selection is at the top of the radio list.
- Hit the **SUBMIT** button.

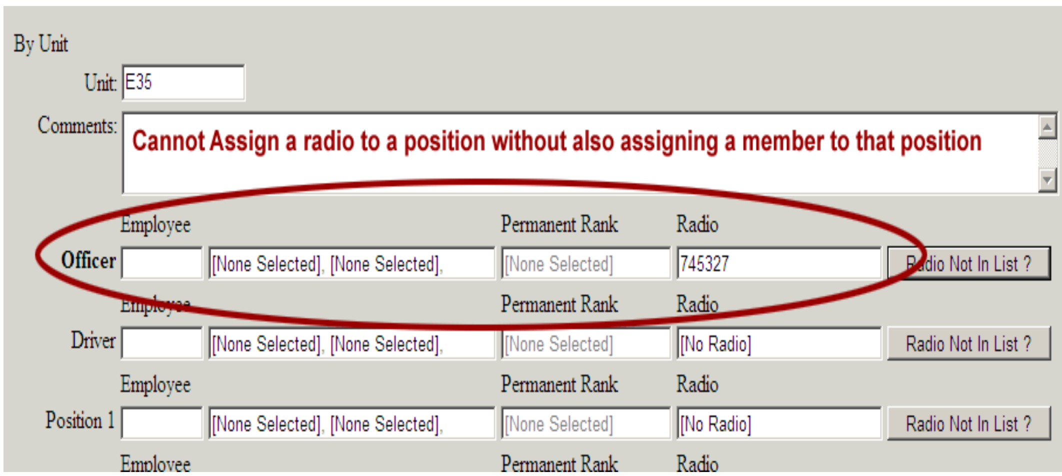
(4) Test the solution by trying to use the radio for the place or person where you would like it to be assigned.

(5) If the radio is still not assigning to the proper position, see 10.0 below.

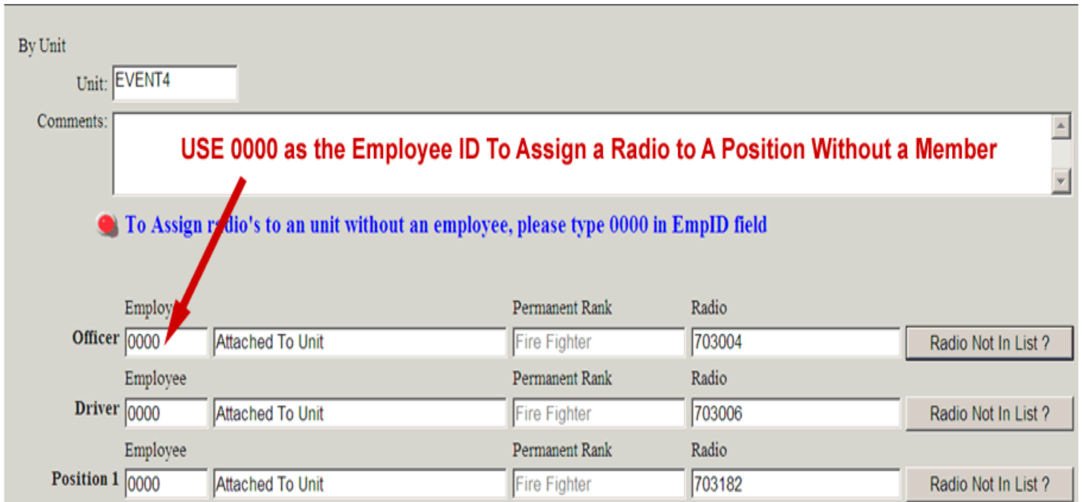
5.0 ERROR MESSAGE SOLUTION NUMBER 3 FOR OPERATIONS

5.1 Radio disappears when a member is **NOT** assigned to the Position

(a) If a radio is assigned to a position on a unit but a member is not also assigned to that position, the selected radio will disappear from the unit. Sign-On does not allow a radio to be assigned to a position on a unit without an Employee ID assigned.



(b) To assign a radio to a position without a Member, enter "0000" as the Employee ID and hit the tab key. The words "Spare Radio" previously listed as "Attached to Unit" will appear in the Employee Name field. Next, enter the desired Radio ID. Submit the changes. The radio is now assigned to the desired position without an Employee assigned to the position. (See Figure 6B)



(c) It is acceptable though to assign a member to a position on a unit and not assign that member a radio. This happens very infrequently when the member is a recruit/trainee, FAC, or other who is on a rig but doesn't have a radio.

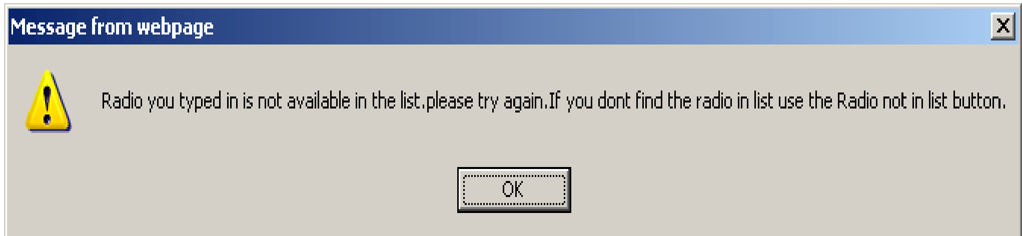
6.0 ERROR MESSAGE SOLUTION <u>NUMBER 4</u> FOR OPERATIONS

6.1 Radio number does not appear in the Radio Dropdown list:

(a) The Radio Dropdown list is populated with valid portable radio numbers from the Department's inventory tracking system. A valid portable radio is a radio that begins with the prefix of 703 or 745 and falls within a minimum and maximum range for each of those prefixes per valid radio ranges recorded into the CAD system itself.

(b) It is possible, although a rare occurrence, that a member can have physical possession of a radio does not appear in the radio dropdown list.

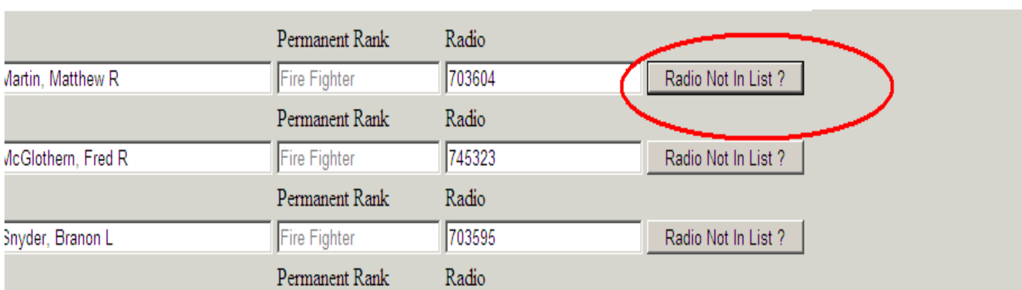
(c) In this case, CAD Sign-On will recognize that the radio number the member is entering is invalid and will display a pop-up message to the user informing them that the radio is not in the valid radio list.



(d) Click the OK button to clear the message and then do the following:

(1) Double check that you are correctly typing in the radio number of the radio you physically have in your possession. If you are sure you're trying to enter the correct number then go to step 2.

(2) Click the *Radio Not In List?* Button. An input box will appear as shown in Figures 8A, 8B and 8C below.



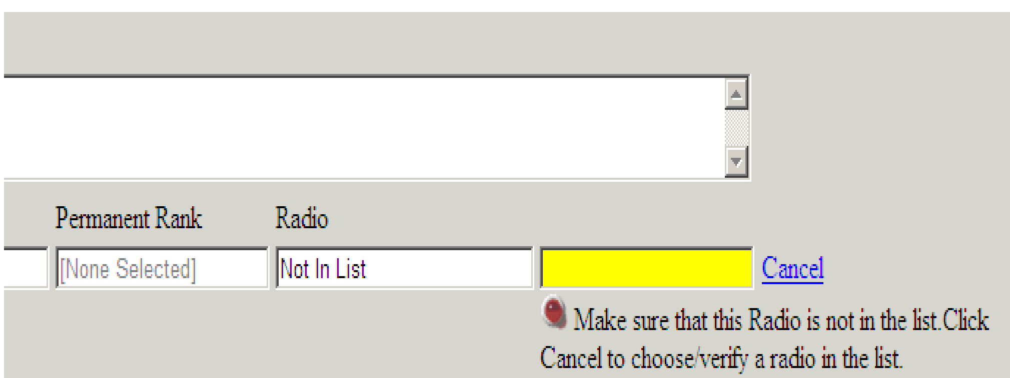


Figure 8B

(e) Type the radio number into the radio input box. When finished filling out the Sign-On form for the selected unit, click the Submit button to submit the sign-on(s).

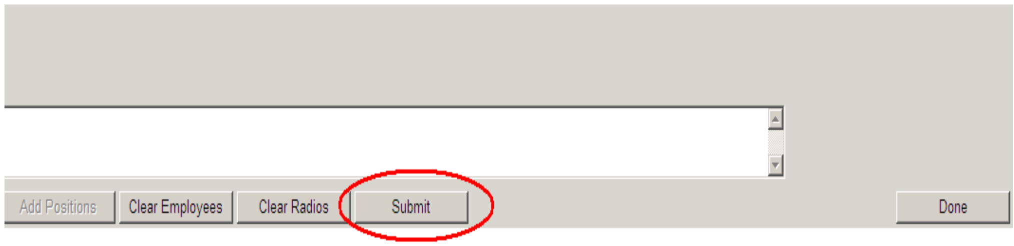


Figure 8C

(f) Clicking the Submit button at this point will allow the user to assign the radio to the desired position and member.

- An email is then generated by the CAD Sign-On application and sent to the FAC On-Duty Shift Officer alerting them that a radio has been assigned to a unit, position and member that is not listed in the valid radio dropdown list.

- The FAC On-Duty Shift Officer will follow up by adding the radio to the list or contacting the member for more information.

7.0 ERROR MESSAGE SOLUTION NUMBER 5 FOR FAC

7.1 This resolution is for DISPATCHERS with access to the VisiCAD application.

(a) In the VisiCAD Unit Queue, right click and from the menu select, “Roster System.”

(b) Highlight the person under “Assigned Personnel” and select the “Temporary Portable Radios” tab.

(c) Select “Delete” and you will be presented with a box that asks if you are sure you want to remove XXXX from this shift?

(d) Select “Yes”

(e) Next, you will be presented with a box that states who the radio is assigned to. It will state that, “Deleting the radio would remove the assignment. Would you like to continue?”

(f) Select "Yes"

(g) Highlight the person and hit, "Off Duty."

(h) Then, click the "Save" button and then click the "Exit" button. This will close out the Roster program.

(i) Note: Changes in the CAD system can take up to a minute to affect CAD SignOn and there is no visible notification that the changes have taken place except that the radio ID is now available for assignment.

(j) Test the solution by assigning the radio.

7.2 If none of the solutions resolve the problem, create a help desk ticket and make sure to include the following details:

(a) Which Unit and Person are trying to assign the radio?

(b) Which Radio ID is it?

(c) Which Unit and Person does the system tell you it belongs to?

(d) Verify you have the correct radio ID.

STANDARD OPERATING PROCEDURES

No. 505 SPECIAL EVENTS LOG IN

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures for Special Event log in.

SEE ALSO: SFD Dispatch #18-10, New CAD Sign-On Application
SOP No. 511 (Task Force Log-On/Log-Off)
SOP No. 502 (CAD Sign-On)

1.0 GENERAL

1.1 The Fire Alarm Center will receive the Event Action Plan for the Event:

(a) The location or Command Post Address must be given.

(b) The event must be named such as "**SAFECO FIELD**"

(c) Units will be named as follows: *EVENT1, EVENT2, E384, A83*, etc.

2.0 LOGGING APPROPRIATE EVENT UNITS INTO CAD

2.1 Use Powerline to log-on the appropriate EVENT units and apparatus into CAD.

(a) Locate above logged unit(s) using the following procedures:

(1) Poke yourself in the eye
(2) Select "**All**"
(3) Scroll down to appropriate unit
(4) Right click on located unit
(5) From the drop down menu, select "**Roster System**"
(6) Ensure the "**Extended Shift**" box is checked
(7) Save the changes

2.2 Open the Call Taking Screen:

(a) Enter the address of the event location or command post
(b) Enter the event name in the location field, i.e. "**Safeco Field**"
(c) Choose the "**EVENT – Special Event**" type code.
(d) Expand the call taking screen (Vente Tab)
(e) Choose the Additional Information tab

(f) Change the Division to "**ADVISED**"
(g) Save and exit out of this screen

2.3 Poke yourself in the eye and select the "**ADVISED**" division to view incident.

3.0 FOLLOW-UP PROCEDURES

3.1 Coordinate with the Event Lead to ensure all people have logged onto the appropriate event/events and/or apparatus.

4.0 DISPATCHING SPECIAL EVENTS

4.1 From Powerline, dispatch the required units and put them on scene, as appropriate. *For example, "**D_EVENT1 ###**" (the Incident Number is (###).*

5.0 CHANGE OF EVENT PERSONNEL

5.1 If personnel are changed or added on a selected EVENT unit, they must be removed from the EVENT and then reassigned. After the EVENT has been reassigned, the changes will be represented in CADView.

5.2 Once changes are made, they should be confirmed in CADView:

(a) Click on the "**CADView**" icon on the desktop
(b) Under "Incidents," go to "**Advanced Incident Search**"
(c) Choose "EVENT – Special Event" under the "**Final Incident Type**"
(d) Make sure the "**Active Incidents**" box is checked.
(e) Click on the "**Show**" box.
(f) Confirm that appropriate personnel are logged into assigned event

6.0 EVENT CLOSURE/LOGGING OFF EVENT

6.1 When the EVENT is completed and goes off the air, OPS personnel should remove themselves from the incident using the following procedures:

(a) Click on the "**CAD Sign On**" icon on the desktop
(b) Choose the appropriate EVENT
(c) Clear Employees and Clear Radios
(d) Submit request

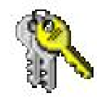
7.0 RADIO SIGN-ON ASSISTANCE FOR OPERATIONS

7.1 In order to maintain proper software communication and integrity, signing on to units and radios shall be done through CAD Sign-On (and not by VisiCAD).

7.2 Operations personnel are responsible for using CAD Sign-On to assign themselves to the appropriate Special Event.

7.3 The following procedures should be implemented in case the FAC must assist OPS personnel when they are having difficulty using CAD Sign-On and assigning portable radios.

(a) USING CAD SIGN-ON



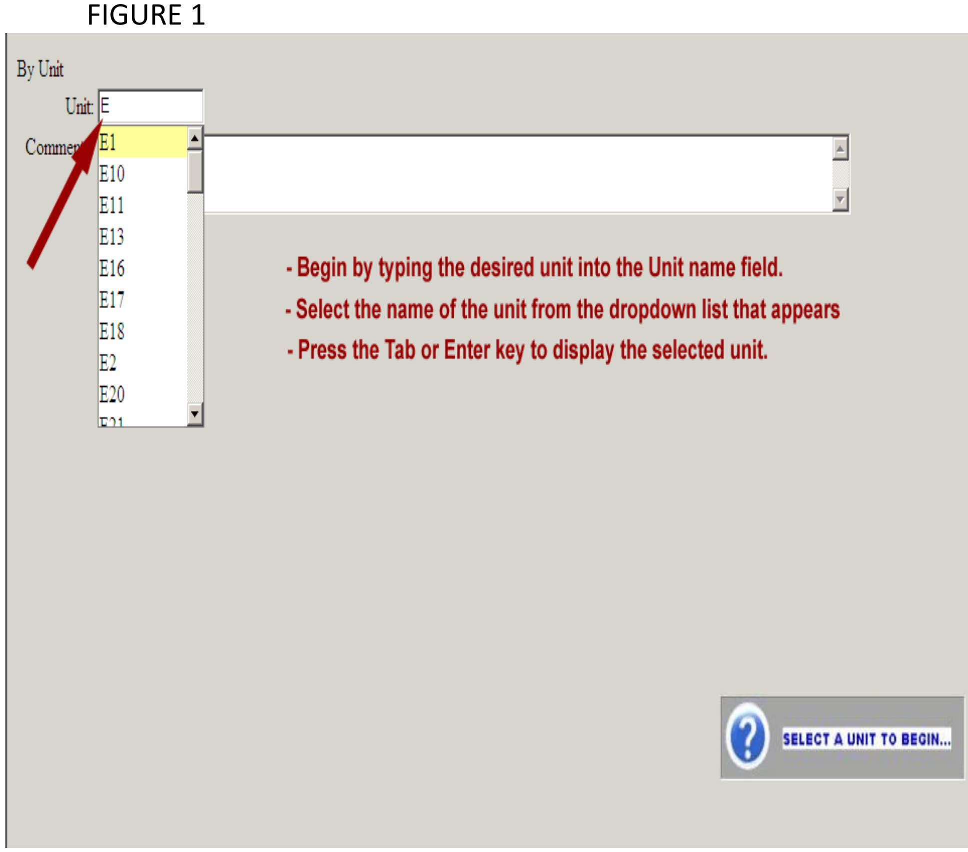
CAD SignOn

(1) Double click on the CAD Sign-On icon located on the desktop.

(2) CAD Sign-On no longer requires the user to login with a username and password.

(3) Begin by typing the name of the unit you will be logging on to *(See Figure 1)*. Select the desired unit and hit the *Tab* or *Enter* key to display the selected unit.

FIGURE 1

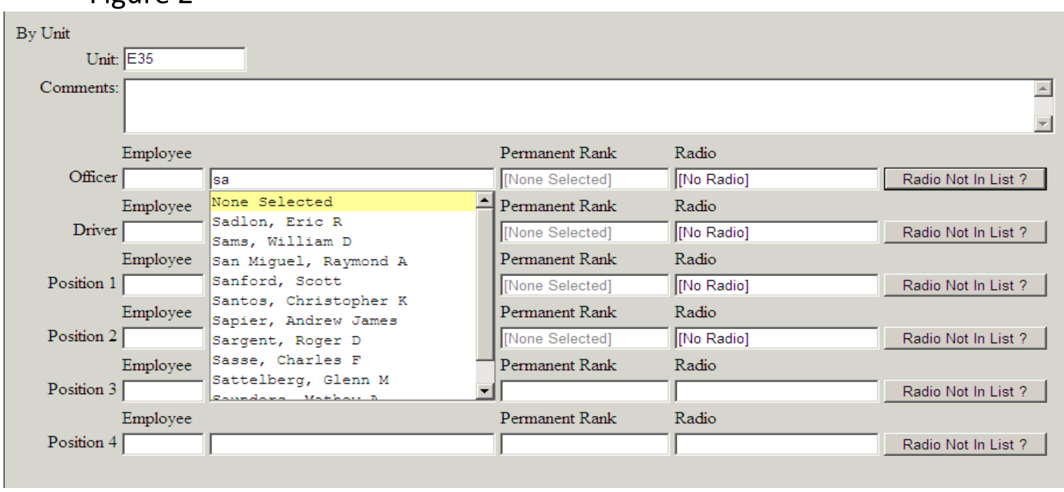


(b) ENTERING CREW MEMBERS INTO UNIT POSITIONS

(1) Enter shift officer or crew members into the appropriate unit positions on the selected unit in the same manner that was used in the previous version of CAD Sign-On.

(2) Unit positions can be filled by entering a member's Injury/Illness number or by beginning to type the member's last name and then selecting the appropriate name from the dropdown list that appears. (*See Figure 2)*

Figure 2


By Unit
Unit: E35
Comments:

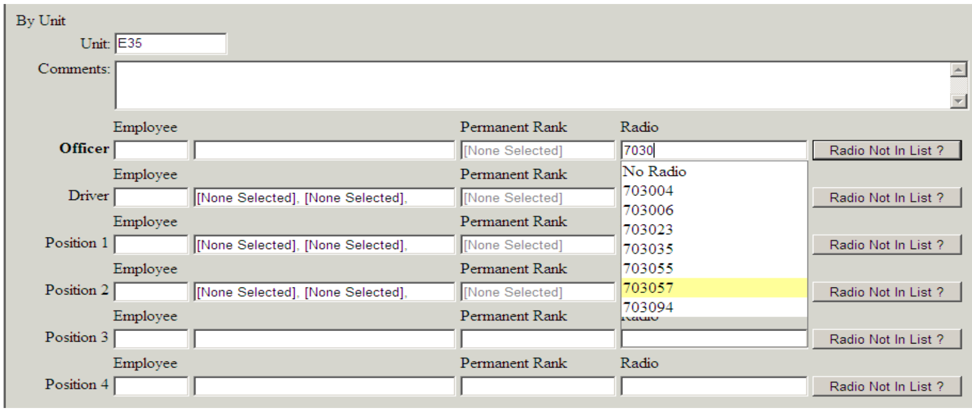
	Employee		Permanent Rank	Radio	
Officer		sa	[None Selected]	[No Radio]	Radio Not In List ?
Driver			[None Selected]	[No Radio]	Radio Not In List ?
Position 1			[None Selected]	[No Radio]	Radio Not In List ?
Position 2			[None Selected]	[No Radio]	Radio Not In List ?
Position 3					Radio Not In List ?
Position 4					Radio Not In List ?

None Selected
Sadlon, Eric R
Sams, William D
San Miguel, Raymond A
Sanford, Scott
Santos, Christopher K
Sapier, Andrew James
Sargent, Roger D
Sasse, Charles F
Sattelberg, Glenn M

(c) ENTERING RADIOS INTO UNIT POSITIONS

(1) Enter radio numbers into each unit position in the same manner as the previous version of CAD Sign-On. Begin typing the radio number and a dropdown list will appear with all possible matches. Select the desired radio from the list. *(See Figure 3)*

Figure 3


By Unit
Unit: E35
Comments:
Employee
Permanent Rank
Radio
Officer
[None Selected]
7030
Radio Not In List ?
No Radio
703004
703006
703023
703035
703055
703057
703094
Driver
[None Selected], [None Selected],
Position 1
Position 2
Position 3
Position 4

(d) **ASSIGNING RADIO(S) TO A UNIT WITHOUT A MEMBER**

(1) There are times when it is necessary to assign a radio to a position on a unit without assigning a Member to that position. Follow these steps:

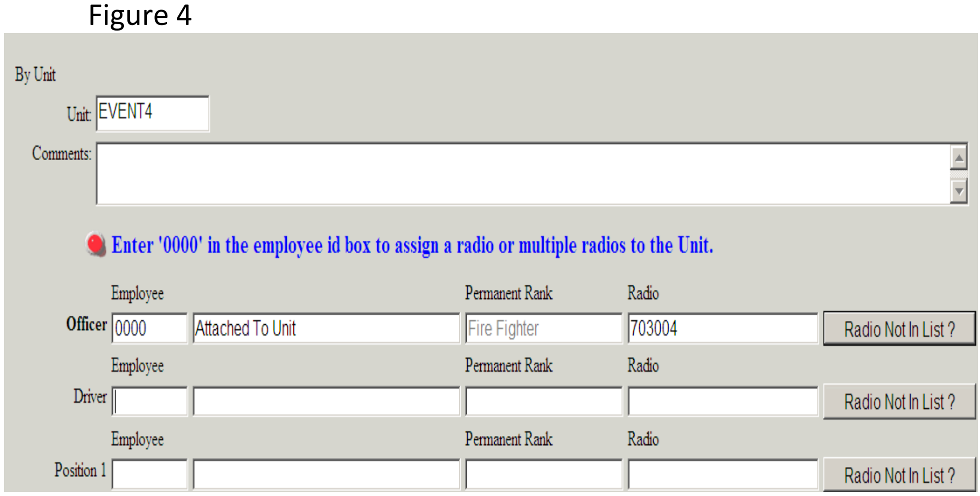
a. In the position you want to assign a radio to, type “0000” as the Employee ID number and press the tab key.

b. In the Employee Name field the words “Attached to Unit” will appear.

c. Tab over to the Radio ID field and enter the radio you wish to assign.

d. Submit your changes. *(See Figure 4)*

Figure 4



8.0 ERROR MESSAGE SOLUTION <u>NUMBER 1</u> FOR OPERATIONS

8.1 A radio cannot be assigned to more than one apparatus position as CAD Sign-On only allows a radio to be assigned to one position on one unit. .

(a) When you click the submit button to send your sign-on information to CAD, <u>if any of the radio numbers</u> you are trying to submit are already currently assigned to a position on a different unit, you will see a message appear in the message box area at the bottom of the screen informing you which radio number is the problem and which unit, position and member the radio is currently assigned to.

8.2 If Operations personnel are attempting to assign a radio to a position in an EVENT and they find the error message, *"The selected radio (XXXX, EVENT) is already assigned to a position on the current apparatus*. Either pick another radio or un-assign the radio from Position first if you want to assign this radio, direct Operations personnel as follows:

(e) Verify that this member is no longer using the radio. **THIS IS VERY IMPORTANT.**

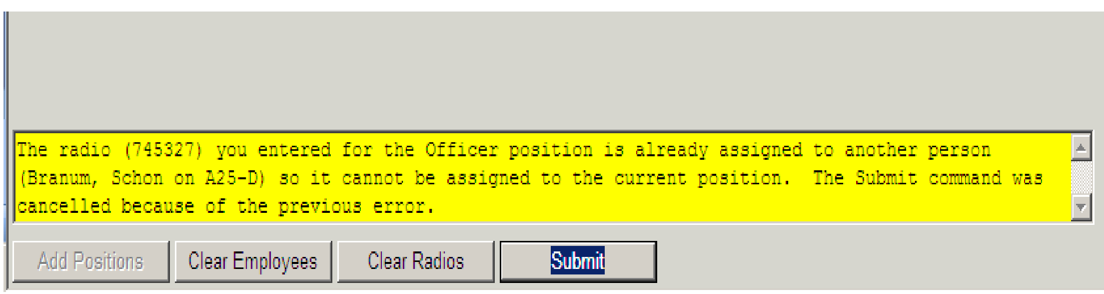
(f) Select the Unit from the "**Unit**" pull-down menu on the FDM Sign-On screen.

(g) At the position listed in the error noted above, set the radio to "**No Radio**" and press **SUBMIT** at the bottom. The "No Radio" selection is at the top of the radio list.

(h) Test the solution by trying to use the radio for the place or person where you would like it to be assigned.

9.0 ERROR MESSAGE SOLUTION NUMBER 2 FOR OPERATIONS

9.1 If Operations personnel are still attempting to assign a radio to a position in an EVENT and the following error message appears:



(a) Re-submit or call SFD MIS Help Desk with the exact error message, direct Operations personnel as follows:

(1) Verify that this person is no longer using the radio. **THIS IS VERY IMPORTANT**.

(2) Select the Unit from the "**Unit**" pulldown menu on the FDM Sign-On screen.

(3) At the position listed in error noted above, sign onto using your injury/illness number and using the radio listed in the error message.

- Press the **SUBMIT** button.
    - After submitting, return to that position and set the radio to "No Radio." The "No Radio" selection is at the top of the radio list.
- Hit the **SUBMIT** button.

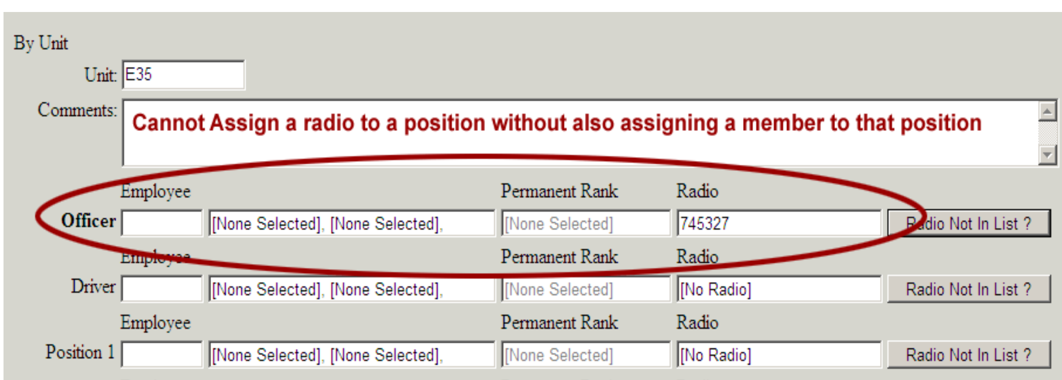
(4) Test the solution by trying to use the radio for the place or person where you would like it to be assigned.

(5) If the radio is still not assigning to the proper position, see 10.0 below.

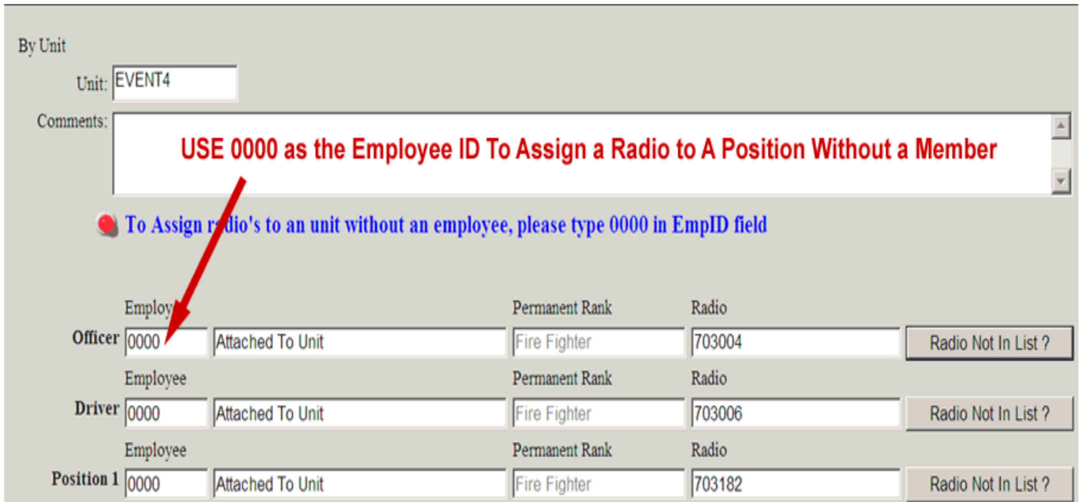
10.0 **ERROR MESSAGE SOLUTION <u>NUMBER 3</u> FOR OPERATIONS**

10.1 Radio disappears when a member is **<u>NOT</u>** assigned to the Position

(a) If a radio is assigned to a position on a unit but a member is not also assigned to that position, the selected radio will disappear from the unit. Sign-On does not allow a radio to be assigned to a position on a unit without an Employee ID assigned.



(b) To assign a radio to a position without a Member, enter "0000" as the Employee ID and hit the tab key. The words "**Spare Radio**" previously listed as "Attached to Unit" will appear in the Employee Name field. Next, enter the desired Radio ID. Submit the changes. The radio is now assigned to the desired position without an Employee assigned to the position. (See Figure 6B)



(c) It is acceptable though to assign a member to a position on a unit and not assign that member a radio. This happens very infrequently when the member is a recruit/trainee, FAC, or other who is on a rig but doesn't have a radio.

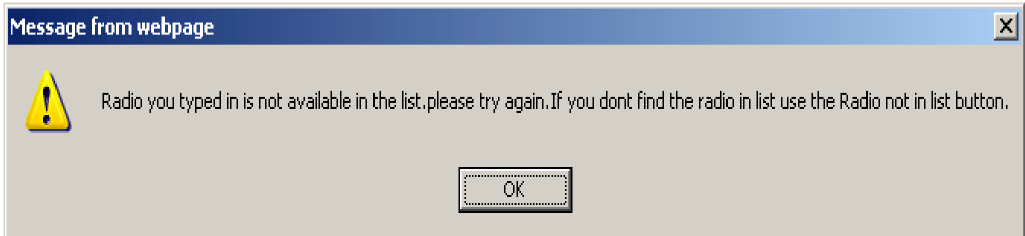
11.0 ERROR MESSAGE SOLUTION NUMBER 4 FOR OPERATIONS

11.1 Radio number does not appear in the Radio Dropdown list:

(a) The Radio Dropdown list is populated with valid portable radio numbers from the Department's inventory tracking system. A valid portable radio is a radio that begins with the prefix of 703 or 745 and falls within a minimum and maximum range for each of those prefixes per valid radio ranges recorded into the CAD system itself.

(b) It is possible, although a rare occurrence, that a member can have physical possession of a radio does not appear in the radio dropdown list.

(c) In this case, CAD Sign-On will recognize that the radio number the member is entering is invalid and will display a pop-up message to the user informing them that the radio is not in the valid radio list.


Message from webpage
Radio you typed in is not available in the list.please try again.If you dont find the radio in list use the Radio not in list button.
OK

(d) Click the OK button to clear the message and then do the following:

(1) Double check that you are correctly typing in the radio number of the radio you physically have in your possession. If you are sure you're trying to enter the correct number then go to step 2.

(2) Click the *Radio Not In List?* Button. An input box will appear as shown in Figures 8A, 8B and 8C below.

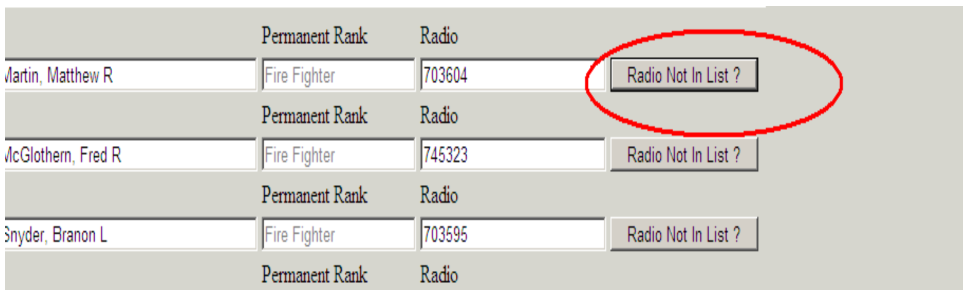
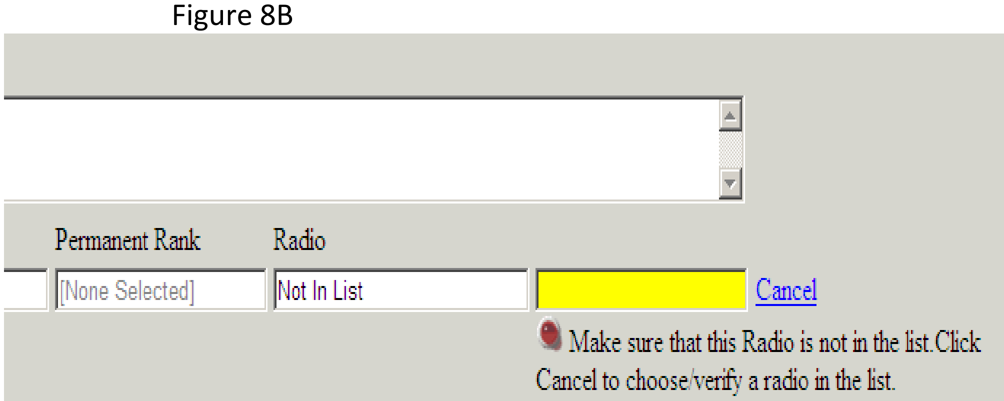
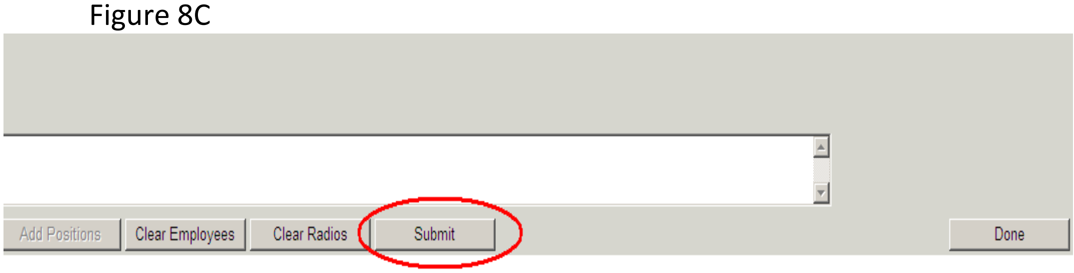


Figure 8B



(e) Type the radio number into the radio input box. When finished filling out the Sign-On form for the selected unit, click the Submit button to submit the sign-on(s).

Figure 8C



(f) Clicking the Submit button at this point will allow the user to assign the radio to the desired position and member.

- An email is then generated by the CAD Sign-On application and sent to the FAC On-Duty Shift Officer alerting them that a radio has been assigned to a unit, position and member that is not listed in the valid radio dropdown list.

- The FAC On-Duty Shift Officer will follow up by adding the radio to the list or contacting the member for more information.

12.0 ERROR MESSAGE SOLUTION NUMBER 5 FOR FAC

12.1 This resolution is for DISPATCHERS with access to the VisiCAD application.

(k) In the VisiCAD Unit Queue, right click and from the menu select, “Roster System.”

(l) Highlight the person under “Assigned Personnel” and select the “Temporary Portable Radios” tab.

(m) Select “Delete” and you will be presented with a box that asks if you are sure you want to remove XXXX from this shift?

(n) Select “Yes.”

(o) Next, you will be presented with a box that states who the radio is assigned to. It will state that, “Deleting the radio would remove the assignment. Would you like to continue?”

(p) Select “Yes.”

(q) Highlight the person and hit, “Off Duty.”

(r) Then, click the “Save” button and then click the “Exit” button. This will close out the Roster program.

(s) Note: Changes in the CAD system can take up to a minute to affect CAD Sign-On and there is no visible notification that the changes have taken place except that the radio ID is now available for assignment.

(t) Test the solution by assigning the radio.

12.2 If none of the solutions resolve the problem, create a help desk ticket and make sure to include the following details:

(a) Which Unit and Person are trying to assign the radio?

(b) Which Radio ID is it?

(c) Which Unit and Person does the system tell you it belongs to?

(d) Verify you have the correct radio ID.

STANDARD OPERATING PROCEDURES

No. 509 RIG SWAP – CHANGE OF APPARATUS

POLICY:
It shall be the policy of the Fire Alarm Center to adhere to the following procedure when putting spare units on and off duty.

SEE ALSO: SOP No. 511 (Task Force Log On/Log Off)

1.0 RIG SWAP – CHANGE OF APPARATUS

1.1 Use the following procedure for a Rig Swap:

(a) **Step 1**

(1) Obtain the apparatus number (Vehicle ID#) that the unit is going to be swapping into (e.g., E5404, M3760).

(b) **Step 2**

(1) Within the **POWERLINE** place the unit **AIQ** (e.g., AIQ_E10).

(c) **Step 3**

(1) R-click on the unit in the **UNIT STATUS** queue and choose **CHANGE VEHICLE** from the drop-down menu.

(2) Enter the new apparatus number (Vehicle ID#) in the **NEW VEHICLE ID** field, (e.g., E5404, M3760).

- Write down the old apparatus number from the top of the Change Vehicle page then tab off.

(3) Select **OK**.

(d) **Step 4**

(1) Within the **UNIT STATUS** queue place the unit **AOR**, then **AIQ** (e.g., AOR_E10). *Note: If the unit was available on air at the time of the rig swap, place the unit AOR again.*

(2) Verify in the Unit Status queue that the unit is AIQ in the proper station. Sometimes the system may pick the station nearest to their location at the time of the swap.

1.2 After completion of the Change Vehicle:

(a) Open the tool box and open the vehicle manager. At the bottom left of the page in the Name box, enter the old apparatus number then click the search box.

(b) The old apparatus Number should appear in the box next to the Name box. *Double click the old number and the box with the Vehicle ID will open.* The old number should be at the top under Vehicle ID.

(c) Now type in or select from the drop down in the Unit Name box the old number and click the Save button at the bottom of the page.

(d) Now the Vehicle ID and the Unit Name should match.

(e) Never change the Vehicle ID. You are now finished.

STANDARD OPERATING PROCEDURES

No. 510 CREATING NEW UNITS IN CAD

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when creating new units in CAD

SEE ALSO: SOP No. 511 (Task Force Log On/Log Off)

1.0 GENERAL

1.1 Administrator privileges are needed to create new units in CAD. All FAC floor officers have administrative privileges, providing access to all utilities and other programs in the toolbox.

1.2 Members creating new units should refer to units already existing in CAD to see which fields need to be completed.

2.0 PROCEDURE

2.1 Use the following procedure to create a new unit in CAD:

(1) Open the Tools menu

(2) Open the Pop Up Utility List

(3) Open the Units Names Utility

(4) Add the Unit Name (code and name are the same)-(example, **HAZVAN, E34**)

(5) Add the Unit ID (code and name are the same)-(example, **3360, E5310, M3645**)

(6) Open Vehicle Manager

(7) Click Add

(8) Enter Vehicle Id (**E5310, M3770**…)

(9) Enter Unit Name (**HAZVAN, E34**…)

(10) Complete all the other fields including Sharing

(11) Click on SAVE before exiting

(12) From Powerline, change units division to correct division
(13) Put unit AOR then AIQ

STANDARD OPERATING PROCEDURES

No. 511 TASK FORCE LOG-ON/LOG-OFF

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when logging task forces on or off in CAD

SEE ALSO: SOP No. 512 (Putting Spare Units On Duty)

1.0 TASK FORCE LOG ON PROCEDURE

1.1 Use the following procedure to log on a task force in CAD:

(1) Open vehicle manager.
(2) Search for "TF". This will return a list of Task Force units 1-10
(3) Double click on the unit you want to use.
(4) Change the Home station to the station where the Task for unit will be located.
(5) Change the Primary Resource Type to the correct type *(Engine, Ladder, Aid, Medic)*
(6) Change the Secondary Resource Type to the correct type *(EMS RES ENG LAD and EMS RES ENG LAD AID for engines and ladders, EMS RES ENG LAD AID for aid cars, nothing for other units)*
(7) Save your changes and Exit vehicle manager.
(8) From the Powerline, Log On the unit (L_TF1)
(9) From the Powerline, AOR then AIQ the unit.

1.2 CAD will recommend the correct units for responses. Task force units have NO AVL's so you need to put them AIQ after each response.

2.0 TASK FORCE LOG OFF PROCEDURE

2.1 Use the following procedure to log off a task force in CAD:

(1) Put the unit AIQ.
(2) Open vehicle manager and search for the unit you want to log off.

(3) Double click on the unit name.
(4) Change the Home station back to “Vehicle”.
(5) Change the Primary resource type back to “Non Unit”.
(6) Remove all the secondary resource types.
(7) Save your changes and Exit vehicle manager.
(8) From the Powerline, put the unit AOR then AIQ.
(9) From the Powerline, Log Off the unit. (LO TF1)

STANDARD OPERATING PROCEDURES

No. 512 PUTTING SPARE UNITS ON/OFF DUTY

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedure when putting spare units on and off duty.

SEE ALSO: SOP No. 511 (Task Force Log On/Log Off)

1.0 PUTTING SPARE UNITS ON DUTY

1.1 Use the following procedure put a spare unit on duty in CAD:

(a) **Step 1**

(1) Obtain the Vehicle ID# for the apparatus that is going to be used (e.g., E5404, M3760).

(2) Obtain the radio designator (Unit Name) that the unit is going to use (e.g., E80, A85).

(b) **Step 2**

(1) Within the Vehicle Manager tool, search for and select the appropriate vehicle (e.g., E5404, M3760).

(2) From the Vehicle Information and Assignments (tab 1*)*, change the Home Station to the appropriate one.

(3) Change the **UNIT NAME** to the appropriate radio designator (e.g., E80, A85).

(4) Verify the unit's Primary Resource Type is correct (e.g., Engine, Aid Car, etc.).

(5) Verify the unit's Secondary Resource Type is correct:

- Engine & Ladder – EMS RES ENG LAD & EMS RES ENG LAD AID
- Aid Car – EMS RES ENG LAD AID

- Medics – (none)

(6) Select the Capabilities and Staffing (tab 2), verify that engine and ladder Capabilities indicate Fire Unit-Engine or Ladder.

(7) Select the Sharing (tab 4), and verify all Jurisdictions and all Divisions are selected.

(8) Select the Paging (tab 5), and add any Pagers and Paging Groups if necessary.

(9) Save changes and Exit.

(c) **<u>Step 3</u>**

(1) **Log-On** the unit (e.g., "L_E80").

(d) **<u>Step 4</u>**

(1) Within the Unit Status queue, R-click on the unit and place it both AOR, then AIQ.

(2) Within the Unit Status queue, R-click on the unit and select Roster System from the drop down menu. Check ☑ the Extended Shift box.

(3) Notify the company to roster on to the unit with their appropriate radio numbers.

2.0 PUTTING SPARE UNITS OFF DUTY

2.1 Use the following procedure to put a spare unit off duty in CAD:

(a) **<u>Step 1</u>**

(1) Place the unit **AIQ** (e.g., AIQ_E80).

(2) **Log Off** the unit (e.g., "LO E80, A85").

(b) **<u>Step 2</u>**

(1) Within the Vehicle Manager tool, search for and select the unit (e.g., E80, A85).

(2) From the Vehicle Information & Assignments (tab 1), change the unit's Home Station back to Vehicle.

(3) Change the Unit Name back to match the Vehicle ID#
(e.g., E5404, M3760).

(4) Change the unit's Primary Resource Type to Non-Unit.

(5) Select the Paging (tab 5), remove any Pagers and Paging Groups.

(6) Save changes and Exit.

STANDARD OPERATING PROCEDURES

No. 513 ROAD NETWORK MANAGEMENT UTILITY

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when altering the CAD road network to reflect street and bridge closures.

1.0 CLOSING A ROAD SEGMENT

1.1 Use the following procedure to create a Road Impedance for travel re-routing:

(1) In VisiCAD Tools, select **Road Network Management Utility**

(2) Click Add.

(3) Enter a designator in the Name field (**Use the street name**)

(4) Enter 0 or 1 mph in the Edited Speed field (**0 for bridges and 1 for everything else**.)

(5) Enter a Start Date and Time in the appropriate field (**time must be in the future**.)

(6) Enter an End Date and Time in the appropriate field if appropriate.

(7) Locate and zoom in on the map to the section of roadway to be closed **Ctrl+Left click** on the section of road way to be closed (this will highlight it in yellow)

(8) Select Save.

1.2 Verify that the re-routing is working properly by using the following procedure:

(1) In VisiCAD Explorer, select: **Tools, Show Directions**

(2) Locate and zoom in on the map to the section of roadway that has been closed

(3) Left click on a section of street on opposite sides of the section of closed roadway and the long/lat will show in the Routing Directions window.

(4) Select: Directions

(5) A window of Directions will pop up. Read through the directions and verify that the route of travel bypasses the closed section of roadway.

2.0 RE-OPENING A ROAD SEGMENT

2.1 To delete a Road Impedance closure, use the following procedure:

(1) In VisiCAD Tools, select **Road Network Management Utility**

(2) Select: **Edit**

(3) Enter an * in the Search String field and select Search

(4) A list of created road impedances will show in the window. Left click to highlight the desired one and select OK

(5) Select the Delete (if an End date was entered it will delete on its own)

STANDARD OPERATING PROCEDURES

No. 520 CREATING A NEW TYPE CODE

POLICY:
It shall be the policy of the Fire Alarm Center to adhere to the following procedures when creating new type codes in CAD.

1.0 GENERAL

1.1 You must have Administrator Privileges to create type codes in CAD.

1.2 It would be a very unusual circumstance in which a type code would need to be created by someone who does not normally do so. In most cases, it is best to put off creating a new type code until an experience CAD administrator is available.

2.0 TYPE CODE CREATION PROCEDURE

2.1 Use the following procedures to create a new type code in CAD:

(a) Open the Tools menu.

(b) Open the Popup List Utility.

(c) Select “Incident Types”.

(d) Click “ADD’.

(e) Enter the new code. (HAZRA) - (5 char. Max, all caps)

(f) Enter a description. (HAZRAD – Hazmat Radiation)

(g) Click “SAVE” and “EXIT”.

(h) Open the Tools menu.

(i) Open the Response Plan Manager.

(j) Under “‘Plans on File”, Select plus next to Seattle, Seattle.

(k) Click “ADD” plan.

(l) Enter the new plan name. (HAZRAD – Hazmat Radiation, use new incident type-description)

(m) Select Dispatch Level of (Normal).

(n) Tab off dispatch level and click SAVE.

(o) Under ‘Plans on file-Seattle’, select the new incident type, click the ‘+’ next to the incident type and select alarm level 1.

(p) Click Add detail.

(q) Select the resource or capability you want to use.(select order)

(r) Tab off and click SAVE.

(s) Click Add detail and repeat 17 & 18 if you want more units.

(t) Exit Response Plan Manager

(u) Open the Tools menu.

(v) Open the Problem Incident Subtype Utility.

(w) Click ADD.

(x) Enter the code. (HAZRAD) - (same as the new incident type)

(y) Enter the description, (HAZRAD – Hazmat Radiation) - (same as response plan. “Code-description”)

(z) Select Priority.

(aa) Select Cert. Assignment.(You need to select the blank field)

(bb) Select Incident Type Description.

(cc) Check the Radius Search box and enter radius in the gray box if needed. (.5 for Hazmat)

(dd) Click SAVE & EXIT

(ee) Open the Tools Menu.

(ff) Open the Response Area Builder.

(gg) Select the plus next to Seattle, Battalion 2, Battalion 2, Battalion 2.

(hh) Select Response Plan Tab.

(ii) Click ADD.

(jj) Select new Incident type.

(kk) Select the associated plan.

(ll) Click SAVE.

(mm) Select the Area List.

(nn) Repeat steps 32 – 38 for each battalion.

(oo) Exit Response Area Builder.

(pp) Restart CAD

(qq) Open the Response Area Builder.

(rr) Select the plus next to Seattle, Seattle.

(ss) Select the plus next to Battalion 2, Battalion 2 then Battalion 2 folder

(tt) Click on the Response Plans tab

(uu) Scroll down to the new type code and make sure there is a "Plus" next to the new type code in the list. (If not you need to repeat steps 31- 38 again for each missing code.

(vv) Click the Area List and repeat steps 42 -45 for each battalion.

(ww) Exit Response area builder.

(xx) Create a test incident in each battalion to make sure the proper units are recommended.

(yy) Notify MIS that you have created a new Incident Type and Response Plan.

STANDARD OPERATING PROCEDURES

No. 521 STATION UNIT ROTATION

POLICY:
It shall be the policy of the Fire Alarm Center to adhere to the following procedures when rotationing units at the same station in CAD

1.0 GENERAL

1.1 This procedure shall be used anytime upstaffing occurs in Operations and the same type of unit at the same station is placed into service. For example: Aid 14 and Aid 84.

2.0 STATION UNIT ROTATION PROCEDURE

2.1 Use the following procedure to rotate units in CAD:

(1) Open Vehicle Manager in Tool Box menu.

(2) Go to Dispatcher Rules setup utility.

(3) Click Unit Selection Modifier tab

(4) Click station of rotating unit.

(5) Click Enable Altering Unit order

(6) Click responding.

(7) Click SAVE

STANDARD OPERATING PROCEDURES

No. 530 UPGRADES TO CAD

POLICY:
It shall be the policy of the Fire Alarm Center to adhere to the following procedures following upgrades to CAD.

1.0 GENERAL

1.1 Following any upgrade to CAD (new version, service pack, patch, etc.), the floor officer shall ensure that the Post Upgrade Check Off list is completed as soon as possible and forwarded to **ALARM2**.

2.0 REFERENCE:

DISPATCHER CHECK OFF LIST “After up grades”			
1.	**Check Locution interface _____** a. Dispatch a run and make sure location fires. Radio ____ b. Station ____	**8.**	**Check Polygone Look-Up_____** a. Verify we get a map page number ___
2.	**Check PTT interface _____** a. Try different radios from PTT ____	**9.**	**Check Address validation_____** a. Verify caution notes ____ b. Verify address history ____
3.	**Check Paging interface _____** a. Personnel ____ b. Unit ____ c. Incident ____	**10.**	**Check MUM _____** a. Verify MUM receives CAD updates ____
4.	**Check AVL interface _____** a. Verify unit position is updating ____ b. Verify we receive unit status changes ___	**11.**	**Check CAD View application_____**
5.	**Check MDC interface _____** a. Verify unit receives incident data ____ b. Verify MDC emergency button works ____	**12.**	**Check EMD application _____** a. Verify application works ____ b. Verify type code is transferred over to CAD ____
6.	**Check Emergency Button_____** a. Verify a portable radio emergency button works ____	**13.**	**Check closed record download ___** a. Check with MIS to verify incident transfer ____
7.	**Check Ani /Ali interface_____** a. Verify we transfer ani/ali over to CAD ____	**14.**	**Check history search _____**

STANDARD OPERATING PROCEDURES

No. 535 CAD COMMANDS

POLICY:

It shall be the policy of the Fire Alarm Center to adhere to the following procedures when using Powerline Commands.

1.0 GENERAL

command	*description*	*example*	*explanation*
A	Assist unit to incident	A_L3_123	Add unit to an Incident (same as "D" command)
AIQ	Available in Quarters		
AORA	AOR All	AORA_E6_E6/L3/B5 or AORA_.123_E6/L3	Separate units remaining on the run with slashes
AR	Add Resource	AR_A5_L AR_.123_L	Recommends closest avail resource
AUT	Activate User Timer	AUT_DEP1_1500	Sets user timer (1500 = 15 min)
BALB	Balance a bunch	BALB_E6_2L/1E BALB_.123_2L/1E	Add resource(s) with the recall screen. ***Use when IC requests multiple units***
BALT	Balance Incident by Type Code	BALT_E6_MED BALT_.123_MED	Function key F9 inserts "BALT" on the powerline. Reconfigures response units.
BROST	Shows Battalion Roster	BROST_BAT5	This command brings up the Battalion roster. It looks confusing because of the way we do unit rosters but active personnel are the listed with assigned positions, i.e., P1, P2, D, O
CAN	Incident Cancellation		Use this command to cancel incident when response is cancelled prior to arrival
CARD	Cardfile Search	CARD_ANIMAL CONTROL	Search rolodex card file for any text

CIM	Critical Incident Mode	CIM_E5_M	Dedicates powerline to the incident. The "M" allows you to type comments that go directly into the call mask. ***Use for fire & rescue incidents.***
CUT	Clear User Timer	CUT_DEP1	Clears user timer

command	description	example	explanation
D	Dispatches Unit to Active Incident	D_E6,L3_123	Same as "A" command
DE	Dispatch Unit Enroute	DE_E6_123 (No Locution)	This command lets you dispatch a unit On-Scene to an ACTIVE incident. <u>This command does not fire Locution or the Pagers</u> Use when an AOR aid car offers to take a run for the engine
DL	Set Dispatch Level		In a situation where resources are scarce (wind storm, earthquake, multiple alarm fire, etc.), the officer may change the dispatch level to reduce the # of resources required.
DO	Dispatch Unit On Scene	DO_E6_123 (no Locution)	This command lets you dispatch a unit On-Scene to an ACTIVE incident. <u>This command does not fire Locution or the Pagers.</u> ***Use when a unit accidentally takes themselves off an incident -- places them back on the incident WITHOUT Locution or pagers going off.***
DU	Dispatch unit	DU_E6_123	This command lets you dispatch a unit to an ACTIVE incident with locution.
ER	Enroute	ER_MAR5	Unit Responding. ***Use for units without MDC's (i.e. MAR5, AIR9)***
ETP	Enroute to post. Places unit Enroute to station <u>after</u> move ups.	ETP_E6	This command places the unit Enroute to Post after you do a move up, if they forget to do it or they don't have a MDC.
FMP	Find members page by name	FMP_Smith	This command will tell you what pagers are assigned to a member by their name.
FP	Find pager by pager ID	FP_345	This command will let you look to see who has a pager using the pager ID.
FPG	Find pager group members by page group ID	FPG_01	This command will let you see who is in a certain page group. You have to use the page group code, i.e., STAFF.

command	description	example	explanation
FR	Find Radio	FR_70###	
FU	Find Unit	FU_E6	Use to highlight unit on the unit status queue. ***Use when company asks for their status.***
IH	Incident History by unit ID	IH_A5	Opens call mask for active incident for selected unit.
IN	Removes all out of service reasons	IN_B6	
L	Log unit onto CAD		***Use when placing spare units and/or task forces in service.*** See SOP 511 & 512 for procedures.
LO	Log Unit off CAD		***Use when placing spare units and/or task forces in service.*** See SOP 511 & 512 for procedures
M	Add Comments	M_123_A5	Use to add comments to an incident
MAPI	Map Displays Incident	MAPI_123	Zooms map to Incident Location
MAPU	Map will display unit	MAPU_E6	Zooms map to unit location
MOV	Move-up Companies	MOV_E6/25, L3/14,E5/10	
MOVD	Recall Move-Up Unit(s)	MOVD	Lists all moved up companies
MOVX	Cancel Move-Up Units	MOVX_E6,L3,E10	
MU	Add comments to Unit activity log	MU_E6_Test comment	This command lets you add comments to a Unit Activity log. It is not incident related.
OS	Unit On-Scene		
OUT	Unit Out of Service		Out of Service/Conditional Availability
PGT	Page Units		
PS	Powerline Search	PS_CIM	Search Powerline for limited CAD Command information
R	Recall Incident	R_A5	Brings up Incident Recall screen

command	*description*	*example*	*explanation*
RA	Re-assign a unit to a different incident or re-assign an incident	RA_.123 (to replace all units…drops it back into the pending queue for reassignment)	If you send a response with the wrong units, this command will clear all the units and place the incident back in the waiting incident window. *Use for a corrected address in a different part of the city or if a freeway response changes from NB to SB*
RADIO	VisiCAD, show default SOP	RADIO	Displays portable radio template
RD	Recall incident data and time stamps.	RD_E5 RD_.123	This command will Recall the Data fields and Time stamps for an incident in a Recall window.
RI	Resource Information. (Show available(A) Units by resource type): **E**- Engines **L**- Ladders **A**-Aid Cars **M**-Medics	RI_,,A,E	This command lets you see all the available units by type of unit. Don't forget to use the commas in the right places as shown. The "A" stands for Available units.
RLINK	Removes incident links	RLINK_123_ 345	This command removes links that were created between incidents. *Use if you linked incidents that are then determined to be unrelated.*
ROST	Recall unit roster	ROST_E6	This command looks confusing because of the way we do unit rosters but active personnel are the listed with assigned positions, i.e., P1, P2, D, O.
RUT	Reset Unit Timer	RUT_DEP1_1500	This example puts an additional 15 min on the timer for DEP1.
SM	Send message by user ID	SM 1139 H,N,Subject, message (H = High, N=Normal)	This command let you send a mail message to someone using their injury/illness number. The "H" signifies High priority message and the "N" is for Normal sensitivity

command	description	example	explanation
SMW	Send message by workstation	SMW D101 H,N,Subject, message (H = High, N=Normal)	This command allows you to send a mail message to someone using the dispatch workstation number. Use a "D" and the position number. They all start with 10. SO position 4 would be D104. The "H" signifies High priority message and the "N" is for Normal sensitivity
ST	Puts unit in the Staged status.	ST_E6	This command places the unit in the Staged status. This command is used when a unit tells you they are "Standing By" for SPD.
STACK	Stacks a waiting incident for a unit for later dispatch	STACK_E6_ 123	This command will Stack incidents for a unit. *This would be handy during a storm when you want a unit to handle several incidents in their area.* The command places the incident in the Active incident queue with an "S" next to the incident ID. When the unit that the incident is stacked for goes in service, a high priority messages is sent to all positions telling them the unit is available for the next incident. The dispatch has to dispatch them on the next incident.
TR	Transporting	TR_Unit/Hospital	See Rolodex or flip cards for hospital codes (or use cmd "CARD HOSPITAL")
TRC	Transport Complete	TRC_M1	End of medical transport, Unit at destination
UH	View Unit History	UH_A5	Shows unit history
XCIM	Cancel Critical Incident Mode	XCIM	*Use when a fire or rescue is complete*

XREF	Cross reference two incidents and **CLOSES FIRST INCIDENT**	XREF_123_345	This command is only used to cross reference an incident to an incident you want to CLOSE. The first incident in the command will be closed when you use this command. *A good time to use this command is when you dispatch a second incident to the same location by accident.*

Seattle Fire Department

Probationary Firefighter Development Guidebook

City of Seattle

Seattle Fire Department

Probationary Firefighter Development GuidebookFOR THE PROBATIONARY FIREFIGHTER

You are responsible for ensuring that all of your Probationary requirements are completed and received by Training Division by the 12th month of your Probationary Year. Upon successful completion of Recruit School you will be assigned to an Operations Division company and will begin the second phase of your training, which will consist of a nine month "self-study" program. Monthly tests on both District & required readings will be given to ensure that assigned material has been learned and retained.

In conjunction with the "self-study program, you will participate in a manipulative skills program that will expand on the hose and ladder training you received in Recruit School. This program will be conducted by your assigned Company Officer and monitored by your Battalion Chief, with results logged in the Drill Competency sign off sheets.

DISTRICT STUDY

You will be required to learn a significant amount of material in regards to city wide routes of travel and facility locations. Each month will have elements of the City of Seattle that you will be required to learn. It is recommended, but not required, that you drive these routes in order to familiarize yourself with the physical nature of the roadways and facilities. Your final district exam will be based on your monthly district study in months four through nine.

DRIVER'S TRAINING

You received Driver Training in both classroom and on the track during Drill School. The last week of Drill School, you had a road check from an instructor.

During your engine company assignment of your Probationary year, you will do a driving drill on the assigned engine once each shift under the guidance of the regular driver and/or the company officer. This will consist of driving the assigned apparatus through the District while demonstrating good judgment and good driving technique.For the probationary firefighter

Skills and techniques include, but are not limited to:

- Driving in traffic
- Driving on narrow streets
- Entering and leaving the freeway
- Adhering to speed limits
- Backing and navigating residential traffic circles

Your company officer may allow you to drive Code Red, provided that you have been drilled by the Officer in Response Rules and have, in prior driving drills, demonstrated good control of the apparatus.

In the 10th or 11th month, you will receive a one hour check ride with a member of the Driver Training

Faculty. You will drive your Company's EVIP Road Course and will be expected to demonstrate all the above listed skills. You will be responsible for knowing the Response Rules, and will be instructed to drive Code Red to any aid response that comes in during your check ride. You will **NOT** be expected to drive Code Red to any rescue or fire response.

All documents for the Probationary Firefighter Development Guidebook can be found on Share Point under Training/Probationary Firefighter Guidebook

Engine Company Monthly Manipulative Drills

Engine Monthly Drills are #1-#6 They need to be accomplished in sequential month order, but the probationary firefighter does not needed to accomplish all Monthly Engine Drills prior to starting the Monthly Ladder Drills

Truck Company Monthly Manipulative Drills

Truck Monthly Drills are #1-#3 They need to be accomplished in sequential month order, but the probationary firefighter does not needed to accomplish all Monthly Truck Drills prior to starting the Monthly Engine Drills

Example:

Probationary firefighter Davis was assigned to E17D and completed Month 1, Month 2, & Month 3 engine drills. He was then detailed to Ladder 9 and completed Month 1, Month 2, & Month 3 of the truck drills. Upon rotating back to the engine the Month 4, Month 5, and Month 6 drills would need to be accomplished.http://www.ergometricsonline.com/markNoble/play.cfm

Local firefighter from Olympia, WA http://www.animatedknots.com/waterknotrescue/index.php

Animated knot video http://www.firefighterclosecalls.com/

Good training link

Sign up for the "Secret List" here

Month 4 Assignments Overview

Month 4 Probation Check-off

Self-Study Material

1. **Seattle Fire Department Policy & Operating Guidelines**
    - 1000 Authority
    - 3003 EEO
    - 3006 Injury/Illness
    - 3008 Personnel Rules & Regulations
    - 3016 Probationary Employees
    - 4003 Communications
    - 5010 Incident Accountability

- 5011 Incident Management System
- 5512 Incident Operations
- 5509 Watch Duties
- 6006 Personal Protective Equipment

2. **Emergency Care & Transportation of the Sick & Injured** **8th edition**
   - Chapter 8

3. **King County Protocols** - all

4. **Training Guides**
   - 14-11
   - 14-12

5. **SFD Memo**
   - 186-05 D
   - 186-05 E

6. **Occupancy Based Firefighting**
   - Ventilation Supplement
   - Pre-Study Question

Month 4 Assignments Overview

7. **District Study**
   - Name & outline the boundary of all of the directional designation areas within the city of Seattle
   - Describe the address numbering system within the city of Seattle
   - Describe the difference between avenues & streets
   - Give the location by street intersection of all stations within your battalion

(List each station by nearest intersection)

   - Give the route of travel from your station to all of the other stations within your battalion. (The easiest or shortest route on a map or the route in your car may not be the best route of travel for your fire apparatus. Ask if you're unsure.)

- Give the location & route of travel from your station to the following facilities
  - Headquarters
  - Fire Marshal's Office
  - Radio Shop
  - Fire Garage
  - Utility Shop/Commissary
  - Fire Alarm Center/Resource Management Center
  - Joint Training Facility
  - Local 27 Office

8. Supplemental Materials

- 4-6 SFD Pride & History
- 4-7 FF Heart Attacks
- 4-8 Hydrogen Cyanide (Power Point)
- 4-9 What's In Your Area (Power Point)
- 4-10 Four Story Tilt-ups
- 4-11 Window Size-up

	#1 Occupancy Based Firefighting (Share Point)	
1.1	The firefighter shall **read** the Occupancy Based Firefighting - Ventilation Document & complete the Ventilation pre-study questions	
1.2	The firefighter shall **demonstrate** understanding of the "SFD Ventilation Practices" through a discussion with their officer	
	#2 Equipment Operation/Safety	

2.1	The firefighter shall **define** procedures to be used in electrical emergencies, including proper procedures for shutting off the utility services to a building	
2.2	The firefighter shall **define** safety procedures as they apply to emergency operations. The specific areas to be defined are**:** • Protective equipment • Team concept • Portable tools & equipment • Riding an apparatus • Haz-Mat incidents	
	#3 Disability/exposures(POG 3006)	
3.1	The firefighter will **identify** a minimum of three common types of accidents and/or injuries, & their causes, which occur in the following locations: • Fire ground • Non-fire emergencies • Responding & returning to quarters • Training • Other on-duty locations	
3.2	The firefighter will **obtain & describe** the appropriate use of the on-duty & off-duty injury/illness forms for given situations	
3.3	The firefighter shall **describe** the proper procedures to follow after a "reportable exposure"	

	#4 Communications(POG 4003 & POG 5012)	
4.1	The firefighter shall **demonstrate** receiving an alarm or a report of an emergency at the fire station, and initiate action	
4.2	The firefighter shall **identify** traffic control devices installed in the fire station to facilitate the response of apparatus	
4.3	The firefighter shall **identify** all alarm alerting devices that should activate on receipt of an alarm	

4.4	The firefighter shall **identify** the procedures required for receipt & processing of business & personal calls	
4.5	The firefighter will **identify** the use of each of the 16, zone 1 channels	
4.6	The firefighter will **demonstrate** the ability to use the portable radio in the following situations: • Moving between dispatch & response channels • Locating the SPD channels • Setting the scan feature • Locating the mutual aid channels • Showing two ways to get to the simplex channels • Locating the site-trunking channels	
4.7	The firefighter will **explain** the use of site-trunked channels vs simplex channels	
4.8	The firefighter shall **define** policy & procedures concerning the ordering & transmitting of multiple alarms for fires & calls for special assistance from the emergency scene(Mayday, code blue, help the firefighter)	
4.9	The firefighter shall **demonstrate** understanding of the process of two-way communication & the importance of message acknowledgement	
4.10	The firefighter shall **demonstrate** the proper technique & procedures for operation of the station, portable & apparatus radios	
4.11	The firefighter shall **demonstrate** the operation of tracking, menu and status changes on the MDT system	

4.12	The firefighter shall **demonstrate** the operation of the CAD system to include: • Signing onto CAD • Verifying radio log-on • Unit history search function • Paging units	
	#5 Passport accountability(POG 5010)	

5.1	The firefighter shall **list & describe** all accountability system equipment(hardware) & show and understanding of its use	
5.2	The firefighter shall **describe** the elements of a personal accountability system & demonstrate the application of the system at an incident	
	#6 Watch Duty(POG 5509)	
6.1	The firefighter will **explain** which watch desk journal entries are in black ink and which are in red ink	
6.2	The firefighter will **identify** the different response type abbreviations that are recorded in the watch desk journal	
6.3	The firefighter will **demonstrate** the proper procedure to taking a lay-off and confirming a lay-off	
	#7 Personal Protective Equipment(POG 6006, King Co. CBT Infectious Diseases, & Exposure packet)	
7.1	The firefighter shall **identify** the function & limitations of the following articles of PPE • Protective coat, trousers, helmet, & goggles • SCBA • PASS device • Boots, gloves, hood & hearing protection • Nitrile gloves, EMS eye protection, HEPA mask, gowns	
7.2	The firefighter shall **demonstrate** the proper donning & doffing of the protective equipment from of EMS PPE (gown, gloves, goggles, & mask)	
7.3	The firefighter shall **describe** the proper care & cleaning/decontamination of PPE from above	
7.4	The firefighter shall **describe** the appropriate level of PPE for the following: • Any patient contact • Patient with a fever & cough • Patient contact where obvious body fluid exposure is possible • Auto extrication with visible blood present	

	#8 EMS(Emergency Care of the Sick & Injured & K.C. Protocols & Training Guides 14-11, 14-12, SFD Memo #186-05)	
8.1	The firefighter shall **demonstrate** CPR skills during station drills or actual cardiac arrests including • Continuous compressions • Airway management & ventilation with bag valve mask • Use of AED	
8.2	The firefighter shall **demonstrate** knowledge of the current standing orders for cardiac arrest in adults & pediatric patients by correctly performing the expected tasks during the monthly drills or during actual cardiac arrests	
8.3	The firefighter shall **demonstrate** daily & monthly checks of the LP500	
8.4	The firefighter shall **demonstrate** the procedures to take after a cardiac arrest to include filling out the questionnaire, calling the LP500 message line & following the download procedures	
8.5	The firefighter shall **demonstrate** the proper use of the aid car/medic unit stretcher including • Unloading the unit & loading the unit • Raising & lowering • Shortening the head end • Raising the foot end for trendelenberg position • Safely carrying a patient up & down stairs on a stretcher	
8.6	The firefighter shall **identify** the appropriate combination of large or small administrations sets & fluids (D5W, ringers lactate, bicarb bottle, & hypertonic saline/study fluid)	
8.7	The firefighter shall **demonstrate** setting up an IV bag & administration set	
8.8	The firefighter shall **demonstrate** setting up a ringers lactate in a pressure bag	
8.9	The firefighter shall **demonstrate** the proper placement of the LP12 "limb leads" to assist the medic unit with patient monitoring	

8.10	The firefighter shall **demonstrate** a familiarity of a SFD medic unity by locating on demand: • BP Cuff & stethoscope • Nasal cannula or non-rebreather mask • Tape from drawer • Warm ringers, large ad set & pressure bag • Restraints • ABC kit • Resuscitation Pak (blue soft pack of resuscitation medications) • Doppler • Backboard & cervical collar • MCI kit • Spare oxygen bottle • Bag valve mask • Suction unit & how to remove it	
8.11	The firefighter shall **explain** the appropriate use of the pediatric & adult EPI pens	
8.12	The firefighter shall **identify** the criteria for the use of oral glucose, & properly administer it to a patient or firefighter	
8.13	The firefighter shall **demonstrate** proper use of the Kendrick traction device(Memo 38-06 & DVD)	
8.14	The firefighter shall **identify** the criteria for a "sick" patient to include: • Physiological indicators • Nature of the injury • Mechanism of the injury	
8.15	The firefighter shall **demonstrate** the proper use of FASPLINTS	
8.16	The firefighter shall **demonstrate** proper use of restraints on a backboard &/or stretcher	
8.17	The firefighter shall **demonstrate** standard SFD techniques for safely removing a patient from an automobile onto a long backboard without using a short board.	

	#1 Equipment (Basic Skills)	

1.1	The firefighter will complete an apparatus inventory and for the equipment: **1**.Explain where, when and how the item is used 2**.** Demonstrate use in a proficient manner, including safety rules 3**.** Perform all prescribed maintenance prior to returning equipment to the rig	
	#2 Power equipment(Basic Skills)	
2.1	The firefighter will be able to inspect, start, & perform maintenance on all power equipment assigned to the company	
	#3 Self Contained Breathing Apparatus(Basic Skills, POG 6007, Essentials)	
3.1	The firefighter shall **identify** the hazardous environments requiring the use of respiratory protection	
3.2	The firefighter shall **demonstrate** replacement of a 45 minute cylinder with a 60 minute cylinder on an SCBA assembly	
3.3	The firefighter shall **demonstrate** donning PPE within one minute	
3.4	The firefighter shall **demonstrate** donning the SCBA while wearing full PPE, within one minute	
	#4 Ladders (Basic Skills & Essentials)	
4.1	The firefighter shall **demonstrate** a high shoulder carry & raise of a 14’ roof ladder	
4.2	The firefighter shall **demonstrate** a low shoulder carry & raise of a 14’ roof ladder	
4.3	The firefighter shall **demonstrate** the deployment of a roof ladder to a peaked roof off a ground extension ladder	
4.4	The firefighter shall **demonstrate** a one person high shoulder carry/beam raise of a 24’/26’ ladder	
4.5	The firefighter shall **demonstrate** a one person low shoulder carry/beam raise of a 24’/26’ ladder	
4.6	The firefighter shall **demonstrate** a one person flat raise of a 24’/26’ ladder	

4.7	The firefighter shall **demonstrate** a one person pivot of a 24’/26’ ladder	
4.8	The firefighter shall **demonstrate** a two person cradle carry/cradle raise of a 35’ ladder	
4.9	The firefighter shall **demonstrate** a three person flat carry/raise of a 35’ ladder with a roof package	
4.10	The firefighter shall **demonstrate** a two person beam carry/beam raise of a 35’ ladder	
4.11	The firefighter shall **demonstrate** a four person flat raise of a 45’ or greater ladder with tormentor poles	
4.12	The firefighter shall **demonstrate** the proper pivoting ladders up to 35’(in all positions) without hesitation or delays	
4.13	The firefighter shall climb the full length of a ground extension and **demonstrate** carrying fire fighting tools (rubbish hook & chainsaw)	
	#5 Ventilation: PPV/Vertical/Horizontal (Essentials, Building Construction)	
5.1	The firefighter will **describe** the potential benefits & potential hazards of the following types of ventilation: • Vertical • Horizontal • Trench/strip • Negative pressure • Positive pressure • Hydraulic	
5.2	The firefighter will **establish** horizontal ventilation (JTF burn bldg w/smoke prop available)	
5.3	The firefighter will **establish** PPV (JTF burn bldg w/smoke prop available)	
5.4	The firefighter will **establish** ventilation on a pitched roof (JTF has 3 props)	

	#6 Chief's Drill	
6.1	Drill of Chief's choosing	

Seattle Fire Department

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Monthly Assignment Check-off Sheet

Monthly, during your probation, you should read the required materials, study your district and complete the required tests. Tests should be graded and documented on your Form 50. As you complete each item log it below. When all items are complete, **send the POG Test and District Test, the Check-offs along with this form to Training Division – Attention Recruit Captain. The Form 50 should be sent up the chain-of-command.**

Probationary Firefighter___________________________**I/I#**_______**Month**___________________________

Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

Month 5 Assignments Overview

1. **Month 5**

Probation Check-off

Self-Study Material

2. **Seattle Fire Department Policy & Operating Guidelines**
    - 5001 Aid & Medic Units
    - 5002 Aircraft Operations
    - 5004 Carbon Monoxide
    - 5005 Civil Disturbances
    - 5007 Disaster Management
    - 5008 Hazardous Materials Operations
    - 5009 High Rise Operations
    - 6007 Respiratory Protection Program
    - 7002 Equipment
    - 7006 Repairs & maintenance

3. **District Study**
    - Give the location by street intersection of all stations in Battalion Two
    - **List each station by nearest intersection**
    - Give the route of travel to all stations in Battalion Two from your station
    - Give the location & route of travel from your station to the **emergency room entrances** of all hospitals in the city:
        - Harborview Medical Center
        - University of Washington
        - Swedish Cherry Hill

- Swedish First Hill
- Swedish Ballard
- Veterans Administration
- Northwest Hospital
- Children's Regional Medical Center
- Virginia Mason

Month 5 Assignments Overview

3. Supplemental Materials

- 5-3 JTF Drills
- 5-4 SFD Pride and History
- 5-5 Handcuff Knot
- 5-6 RIT Drill FF Down at the Window
- 5-7 RIT Drill FF Out of Air
- 5-8 RIT Drill No Exit
- 5-9 RIT 1st Due Assignments

	#1 Carbon Monoxide Alarms (POG 5004)	
1.1	The firefighter shall be able to **describe** the concerns to be address at a response for a carbon monoxide alarm activation	
1.2	The firefighter shall be able to **describe** the three phases of a CO response (Search & Rescue, Investigation, & Re-occupancy)	
1.3	The firefighter shall be able to **describe** the concerns and required actions with 10ppm CO, greater than 10 ppm CO but less than 35ppm of CO, & 35ppm or greater of CO	
	#2 Hazardous Materials Operations (POG 5008)	
2.1	The firefighter shall **describe** the initial company operations at a HazMat incident, including the actions they would accomplish	
2.2	The firefighter shall **demonstrate** two ways of setting up emergency decontamination	

	#3 High Rise Operations (POG 5009)	
3.1	The firefighter shall **describe** the initial actions of the 1st due engine & truck at a high rise fire	
3.2	The firefighter shall **describe** their role if assigned to elevator operations	
3.3	The firefighter shall **describe** their role if assigned to ventilation	
3.4	The firefighter shall **describe** their role if assigned to evacuation	
3.5	The firefighter shall **explain** the difference between Phase I & Phase II firefighter elevator control	
3.6	The firefighter shall **demonstrate** the safety procedures to properly place the elevator into Phase II firefighter control & prior to moving the car for use	
3.7	The firefighter shall **describe** the minimum equipment required for the elevator operator	

	#4 Repairs & maintenance (7006)	
4.1	The firefighter shall **demonstrate** the ability to properly fill out a F130 online	
4.2	The firefighter shall **demonstrate** signing off repaired equipment that has been returned to the station.	
4.3	The firefighter shall **demonstrate** properly placing completed F130's in the company files	
4.4	The firefighter shall **describe** the situations that would place an apparatus out of service	
4.5	The firefighter shall **describe** the steps to placing an apparatus out of service	

	#1 Forcible Entry(Essentials)	

1.1	The firefighter shall **describe** how to force entry through the following: (*The JTF has these props continuously ** has these props occasionally, call)	
	*Inward swinging wood door in a wood jam	
	*Outward swinging wood door in a wood jam	
	*Inward swinging steel door with a steel jam	
	*Outward swinging steel door with a steel jam	
	**Sectional overhead door	
	**Roll up door	
	**Scissor gates	
	Padlocks	
	Chain driven parking gate	
	Traction wheel driven parking gate	
	#2 Salvage(Basic Skills)	
2.1	The firefighter shall **describe** the application for **& demonstrate** the accordion fold & the donut roll for salvage	
2.2	The firefighter shall **demonstrate** laying & throwing tarps as a method of deploying salvage covers to cover property	
2.3	The firefighter shall **demonstrate** the construction & use of a ladder catch-all	
2.4	The firefighter shall **demonstrate** the construction & use of a tarp catch-all	
2.5	The firefighter shall **demonstrate** the construction & use of the stairway water chute	

	#3 **Sprinklers**(Essentials)	
3.1	The firefighter shall **identify** a fire department sprinkler connection & water motor alarm	
3.2	The firefighter shall **explain** how the automatic sprinkler head activates & releases water	
3.3	The firefighter shall **demonstrate** how to stop the flow from a sprinkler head using a wedge	
3.4	The fire fighter shall **identify**, on site, during an inspection the main control valve on an automatic sprinkler system, & **explain** how to “open” & “close” the valve	
3.5	The firefighter shall **identify** the control & operating valves of a sprinkler system including: • Outside screw & yoke(OS&Y) • Post indicator • Wall post indicator	
3.6	The firefighter shall **identify**, on site, during an inspection the main drain valve on an automatic sprinkler system	
3.7	The firefighter shall **identify & describe** the following sprinkler systems: • Wet • Dry • Deluge • Pre-action • Residential	
3.8	The firefighter shall **identify** all pressure gauges on wet & dry systems	
3.9	The firefighter shall **explain** how to identify a dry system gone wet	

	#4 Aerial Ladders Operations (IFSTA Aerial Operations)	
4.1	The firefighter shall **describe** aerial positioning for the assigned ladder truck	
4.2	The firefighter shall **demonstrate** satisfactory knowledge & performance of the following ladder operations: • Set the ladder jacks • Position apparatus for using the aerial for rescues • Position the apparatus for access	
4.3	The firefighter shall **identify** the load chart & describe the load limits for the assigned ladder truck	
4.4	The firefighter shall **identify & describe** the use of the high idle	
4.5	The firefighter shall **locate & explain** the function of the rung alignment light	
4.6	The firefighter shall **demonstrate** satisfactory knowledge & performance of the following ladder operations: • Operating the controls to raise the ladder from bed • Operating the controls to lower into a building • Operating the controls to retract the flys & rotate simultaneously • Operating the controls to rotate & extend the fly(s) simultaneously • Operating the controls to bed the ladder	
4.7	The firefighter shall **demonstrate** satisfactory knowledge & performance of the Aerial Ladder Pipe Evolution (all positions)	
4.8	The firefighter shall **demonstrate** satisfactory knowledge & performance of the Aerial Stokes Rescue Evolution (all positions)	
	#5 Elevator Rescue(Essentials & Company library)	
5.1	The firefighter shall **locate** the elevator rescue reference materials in the company library	
5.2	The firefighter shall **describe** the difference between hydraulic & traction elevators	
5.3	The firefighter shall **describe** the proper procedures for the response to passengers stuck in an elevator	

	Operations Study Program Standard	Initials/date
5.4	The firefighter shall **locate** the elevator hoistway keys on the apparatus	
5.5	The firefighter shall **access** an elevator key box	
5.6	The firefighter shall **demonstrate** opening a hoistway door in a rescue situation or simulated situation (JTF drill tower elevator available)	
	#6 Chief's Drill	
6.1	Drill of Chief's choice	

Seattle Fire Department

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Monthly Assignment Check-off Sheet

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Probationary Firefighter___________________________**I/I#**________**Month**___________________________

Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

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Comments:

Month 6 Assignments Overview

1. **Month 6 Probation Check-off**

Self-Study Material

2. **Seattle Fire Department Policy & Operating Guidelines**
    - 4004 Response Guidelines
    - 5013 Marine Operations
    - 5014 MCI (Multiple Casualty Incidents)
    - 5015 Mutual Aid
    - 5016 Post Incident Procedures
    - 5018 Technical Rescue
    - 5019 Wildland/Urban Firefighting
    - 5501 Adverse Weather
    - 5506 Flag Customs
    - 5507 House Dues
    - 5508 Mail Run

3. **District Study**
    - Give the location by street intersection of all fire stations in the Fourth Battalion. **List stations by nearest intersection**

- Give the route of travel to all stations in the Fourth Battalion from your station

- List in order, by street names, the on-ramps and off-ramps of Northbound I-5 between Boeing Access Road & NE 145 Street

- List in order, by street names, the on-ramps and off-ramps of Southbound I-5 between Boeing Access Road & NE 145 Street

- List in order the street names, the on-ramps & off-ramps of I-5 Express Lanes (south to north)

Month 6 Assignments Overview

4. **Supplemental Materials**
   - 6-3 JTF Drills
   - 6-4 SFD Pride and History
   - 6-5 The Art of Reading Smoke (Power Point)
   - 6-6 Enclosed Structure Dangers (Power Point)
   - 6-7 Truck Co. 1st Due Assignments

	#1 Response Guidelines (POG 4004 & LAR Training Guide)	
1.1	The firefighter shall explain what it means to be "available for response" on an engine & on a truck	
1.2	The firefighter shall explain the required actions when a multiple alarm is dispatched & the actions required to "move-up"	
1.3	The firefighter shall demonstrate the required actions during a freeway response (in all positions)	
	#2 Company Records (POG 5505)	
2.1	The firefighter shall locate the following without hesitation: • Watch desk journal • Inspection file index (hard copy & computer) • Re-inspection tickler • Hydrant inspection cards (hard copy & computer) • Special inspection files • Time roll –F84 • Requests – F87	
2.2	The firefighter shall demonstrate completing inspection paperwork on the computer	
2.3	The firefighter shall locate a re-inspection in the tickler for their shift	
2.4	The firefighter shall demonstrate filling in the Time Roll	
	#3 Flag Customs (POG 5506)	
3.1	The firefighter shall demonstrate folding the Flag following proper flag folding customs	
3.2	The firefighter shall describe the proper flag etiquette for placing flags at half-mast	

3.3	The firefighter shall describe when & why it is acceptable for flags to be flown at night	

	#4 Knots(Basic Skills)	
4.1	The firefighter shall **demonstrate** the procedures for inspecting, maintaining, & storing rope	
4.2	The firefighter shall **identify** the reasons to place rope out of service	
4.3	The firefighter shall **explain** the use and **demonstrate** tying the following knots, Bends and Hitches:	
	• Square bend	
	• Round turn & two half hitches	
	• Hose knot	
	• Rolling hitch pulling left	
	• Rolling hitch pulling right	
	• Fisherman's bend	
	• Prussik hitch	
	• Water "knot" or ring bend	
	• Figure "8" follow-through	
	• In-Line Figure "8" Towards	
	• In-Line Figure "8" Away	
	• Figure "8" on a bight	
	• Bowline with a Yosemite finish	
	• Long-tail bowline	
	• Running bowline	

	#1 Confined Space (Training Guides & computer)	
1.1	The firefighter shall **locate** the reference materials in the company library & on the computer	
1.2	The firefighter shall **explain** the operating functions of the 5 gas detector	

1.3	The firefighter shall **demonstrate** conducting daily checks of the 5 gas detector	
1.4	The firefighter shall **demonstrate** the packaging of a patient in the Sked Stretcher for a vertical evacuation	
	#2 TIC/RAK (Training Guides & computer)	
2.1	The firefighter shall **demonstrate** conducting an oriented search without a TIC	
2.2	The firefighter shall **demonstrate** conducting an oriented search with a TIC	
2.3	The firefighter shall **locate** a downed firefighter with an activated PASS device	
	The firefighter shall **demonstrate** the procedure to follow to transmit a mayday report	
2.4	The firefighter shall **demonstrate** the transfilling of a downed firefighter from a RAK	
2.5	The firefighter shall **demonstrate** placing the RAK facepiece on a downed firefighter	
	#3 Rope Rescue (Training Guides & computer)	
3.1	The firefighter shall **locate** the reference materials in the company library & on the computer	
3.2	The firefighter shall **demonstrate** the set up a raising & a lowering system	
	#4 Vehicle Extrication (Training Guides & computer)	
4.1	The firefighter shall **locate** the reference materials in the company library & on the computer	
4.2	The firefighter shall **demonstrate** stabilizing a vehicle	
4.3	The firefighter shall **demonstrate** securing the power on a vehicle	
4.4	The firefighter shall **demonstrate** removing the roof on a vehicle	
4.5	The firefighter shall **demonstrate** removing all doors from the vehicle	
4.6	The firefighter shall **demonstrate** displacing the dash in a vehicle	

	#5 Heavy Rescue (Training Guides & computer)	
5.1	The firefighter shall **locate** the reference materials in the company library & on the computer	
5.2	The firefighter shall **explain** all operating functions of the airbag lift system	
5.3	The firefighter shall **explain** the load limits of a crib box	
5.4	The firefighter shall **build** a crib box	
	#6 Chief's Drill	
6.1	Drill of Chief's Choice	

Seattle Fire Department

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

Monthly, during your probation, you should read the required materials, study your district and complete the required tests. Tests should be graded and documented on your Form 50. As you complete each item log it below. When all items are complete, **send the POG Test and District Test, the Check-offs along with this form to Training Division – Attention Recruit Captain. The Form 50 should be sent up the chain-of-command.**

Probationary Firefighter____________________________**I/I#**________**Month**
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Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

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Month 7 Assignments Overview

1. **Month 7 Probation Check-**

off Self-Study Material

2. **Seattle Fire Department Policy & Operating Guidelines**
   - 3004 Ethics
   - 3005 Employee Suggestions
   - 3007 Awards
   - 3010 Serious Injury or Death
   - 6001 Accident Prevention
   - 6002 Chemical Hazard Communication
   - 6003 Dangerous Buildings
   - 6004 Safety

6005 Infection Control Plan

3. **District Study**
   - Give the location by street intersection of all fire stations in the Fifth Battalion. **List stations by nearest intersection**

   - Give the route of travel to all stations in the Fifth Battalion from your station

   - List in order, by street names, the on-ramps and off-ramps of

Northbound State Route 99 between East Marginal Way South and Bridge Way North

- List in order, by street names, the on-ramps and off-ramps of Southbound State Route 99 between Bridge Way North and East Marginal Way South

4. **King County Patient Care Protocols –** Entire document

Month 7 Assignments Overview

5. **Seattle Fire Department Policy & Operating Guidelines**
   - 7-3 JTF Drills
   - 7-4 SFD Pride and History
   - 7-5 Chimney Fires
   - 7-6 Backdraft
   - 7-7 Backdraft (video)

Month 7 – Probation Check-off

Instructor	Operations Study Program Standard	Initials/date
	#1 Firefighter II Skills	
1.1	The firefighter shall **demonstrate** completing a NFIRS report	
1.2	The firefighter shall **demonstrate** changing unit status via MDC (Mobile Data Computer)	
1.3	The firefighter shall **demonstrate** changing status via radio	
1.4	The firefighter shall **demonstrate** conducting a station tour	
	#2 Accident Prevention (POG 6001)	
2.1	The firefighter shall **locate** the accident report kit & **explain** when it is used	
	#3 Safety (POG 6004)	
3.1	The firefighter shall **explain** who is responsible for safety at an incident	
3.2	The firefighter shall **explain** what the ISO (incident safety officer) focus is on during an incident	
	#4 Infection Control Plan (POG 6005)	
4.1	The firefighter shall **demonstrate** that they have the required items in their fanny pack	
4.2	The firefighter shall **explain** the proper procedure for decontamination of: • PPE (fire) • Aid kits • Station uniform/boots (EMS) • Rig	
4.3	The firefighter shall **explain** the difference between a reportable exposure & a hospital reportable exposure	
4.4	The firefighter shall **explain** the purpose of the Situation Found program	

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

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Probationary Firefighter_________________________**I/I#**_______**Month**
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Signature_____________________________________

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

Seattle Fire Department

Month 8 Assignments Overview

1. **Month 8 Probation Check-**

off Self-Study Material

2. **Seattle Fire Department Policy & Operating Guidelines**
   - 1001 Correspondence
   - 1005 Media Relations
   - 2001 Inspections *only through page 87*
   - 2002 Smoke Alarms
   - 3011 Discipline
   - 3012 Drugs & Alcohol
   - 7008 Uniforms

3. **District Study**
   - Give the location by street intersection of all fire stations in the Sixth Battalion. **List stations by nearest intersection**

   - Give the route of travel to all stations in the Fourth Battalion from your station

4. **Supplemental Materials**
   - 8-3 JTF Drills
   - 8-4 SFD Pride and History
   - 8-5 Attic Fires

	#1 Firefighter II Skills	
1.1	The firefighter shall demonstrate conducting a building inspection	
1.2	The firefighter shall demonstrate completing a NOV	

1.3	The firefighter shall demonstrate completing a F-6	
	#2 Correspondence (POG 1001)	
2.1	The firefighter shall **explain** the difference between Type I memos, Type II memos, & dispatches	
2.2	The firefighter shall **demonstrate** creating a Type II memorandum	
2.3	The firefighter shall **demonstrate** creating a Department letter to the Chief	
	#3 Inspections (POG 2001)	
3.1	The firefighter shall **explain** the purpose of the regular inspection program	
3.2	The firefighter shall **explain** the different general occupancy classifications: (A,B,E, I, R, U etc..)	
3.3	The firefighter shall **explain** the process in conducting a regular inspection (i.e.: starting pt, finishing pt. ,route of travel)	
3.4	The firefighter shall **explain** inspection criteria during a regular inspection (those things that areas of concern)	
3.5	The firefighter shall **demonstrate** the process for taking a complaint: • Filling out the form • Documentation • Forwarding • Filing	

	#4 Discipline (POG 3011)	
4.1	The firefighter shall **explain** the purpose of discipline	
4.2	The firefighter shall **explain** the progression of discipline	

4.3	The firefighter shall **explain** the checks & balances in place to protect firefighters in regards to discipline	

	#1 Driver Drills (Basic Skills)	
1.1	The firefighter shall **demonstrate** LDH to the front	
1.2	The firefighter shall **demonstrate** LDH to the rear	
1.3	The firefighter shall **demonstrate** laying forward dry	
	#2 Tailboard Drills (Basic Skills)	
2.1	The firefighter shall **demonstrate** taking a hydrant as a tailboard member on a forward lay dry	
2.2	The firefighter shall **demonstrate** advancing an 1 ¾" hose for a fire attack at grade level	
2.3	The firefighter shall **demonstrate** advancing an 1 ¾" hose for a fire attack to below grade	
2.4	The firefighter shall **demonstrate** advancing an 1 ¾" hose for a fire attack to above grade	
	#3 Engine Company Drills (Basic Skills, Memo 96-09, & Tng Guide 9-2)	
3.1	The firefighter shall **demonstrate** (in all positions) a monitor manifold • #2 Unload the wye section, lay reverse, supply, & 2nd supply • #3/#4 Monitor, 2 ½", & set-up monitor	
3.2	The firefighter shall **demonstrate** drafting or complete the annual pump test	
	#4 Apparatus Driving	
4.1	Shift 1	
4.2	Shift 2	
4.3	Shift 3	
4.4	Shift 4	

4.5	Shift 5	

4.6	Shift 6	
4.7	Shift 7	
4.8	Shift 8	
	#9 Chief's Drill	
9.1	Drill of Chief's choosing	

Seattle Fire Department

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

Monthly, during your probation, you should read the required materials, study your district and complete the required tests. Tests should be graded and documented on your Form 50. As you complete each item log it below. When all items are complete, **send the POG Test and District Test, the Check-offs along with this form to Training Division – Attention Recruit Captain. The Form 50 should be sent up the chain-of-command.**

Probationary Firefighter___________________________**I/I#**________**Month**
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Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

Seattle Fire Department

Probationary Firefighter Development Guidebook

Month 9 Assignments Overview

1. **Month 9 Probation Check-**

off Self-Study Material

2. **Seattle Fire Code**
    - Chapter 2 – Occupancy classification definitions only
    - Section 504 - 509
    - Section 902 – Standpipe system classes and types only
    - Section 905

3. **Training Guide #1-1** Firefighting Foam Operations, Apparatus, & Equipment

4. **District Study**
    - Give the location by street intersection of all fire stations in the Seventh Battalion. **List stations by nearest intersection**
    - Give the route of travel to all stations in the Seventh Battalion from your station

5. **Supplemental Materials**
- 9-3 JTF Drills
- 9-4 SFD Pride and History
- 9-5 Standpipe Operations
- 9-6 Standpipe Operations Multi-Family

Month 9 – Probation Check-off

	#1 Firefighter II Skills	
1.1	The firefighter shall **demonstrate** completing a F-20B	
1.2	The firefighter shall **demonstrate** requesting AMR by both radio & phone	
	#2 Seattle Fire Code	
2.1	The firefighter shall **explain** when building are required to have stair access to the roof	
2.2	The firefighter shall **explain** where elevator key boxes should be located & what should be found in each box	
2.3	The firefighter shall **explain** the building hazards that could be encountered in a building & how they should be marked	
2.4	The firefighter shall **explain** hydrant inspection frequency, protection, & markings	
2.5	The firefighter shall **explain** the classes of standpipes	
2.6	The firefighter shall **explain** the possible problems associated with each type of standpipe	
2.7	The firefighter shall **explain** which building require standpipes	
2.8	The firefighter shall **explain** when a building is allowed to have a dry standpipe	
2.9	The firefighter shall **explain** when standpipes are required to be interconnected and the benefit & problems associated with this	

2.10	The firefighter shall **explain** what buildings are not required to have standpipes even when they are greater than 3 stories from the lowest fire department access point	

	#1 Driver Drills (Basic Skills)	
1.1	The firefighter shall **demonstrate** setting the appropriate discharge pressures while simultaneously flowing water to a 2 1/2” smoothbore nozzle and 2 ½” TFT nozzle	
1.2	The firefighter shall **demonstrate** setting the appropriate discharge pressures for flowing foam from a FoamPro rig, Elkhart In-Line Eductor, and a Pro Pak	
1.3	The firefighter shall **explain** when it is appropriate to use foam	
1.4	The firefighter shall **explain** at what proportions foam is typically set for the FoamPro, Elkhart In-Line Eductor, & the Pro Pak	
	#2 Tailboard Drills (Basic Skills)	
2.1	The firefighter shall **demonstrate** advancing a charged 2 ½” hoseline for a fire attack at grade level	
2.2	The firefighter shall **demonstrate** advancing a charged 2 ½” hoseline for a fire attack above grade level	
2.3	The firefighter shall **demonstrate** advancing a charged 2 ½” hoseline for a fire attack below grade level	
2.4	The firefighter shall **demonstrate** advance a charged 1 ¾” hoseline from a standpipe for a fire attack	
	#3 Engine Company Skills (Basic Skills)	
3.1	The firefighter shall **demonstrate** (in all positions) advancing a 2 ½” hoseline up a ground extension ladder & making a fire attack	
3.2	The firefighter shall **demonstrate** (in all positions) taking a standpipe and deploying a 1 ¾ ” hoseline for fire attack	
	#4 Apparatus Driving	

4.1	Shift 1	
4.2	Shift 2	
4.3	Shift 3	
4.4	Shift 4	
4.5	Shift 5	
4.6	Shift 6	
4.7	Shift 7	
4.8	Shift 8	
	#7 Chief's Drill	
7.1	Drill of Chief's choosing	

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

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Probationary Firefighter___________________________**I/I#**________**Month**
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Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

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Seattle Fire Department

Probationary Firefighter Development Guidebook

Month 10 Assignments Overview

1. **Month 10 Probation Check-**

off Self-Study Material

2. **ICS 100 & 200 Certification**
    - Go online to the address below & complete the study & test for FEMA ICS 100 & ICS 200 Certification. You may use your home address to receive your certificates.

    - Immediately forward a copy of the e-mail notification you receive for completing the two courses to the Assistant Training & Education Coordinator at Training Division.

    - Copies of the ICS 100 & ICS 200 Certificates must be forwarded to the Training Division In-Service Coordinator.

    - Web Addresses to be used

ICS 100 – http://training.fema.gov/emiweb/is/is100.asp ICS 200 – http://training.fema.gov/emiweb/is/is200.asp

3. **District Study**

- District Final Exam

4. Supplemental Materials

- 10-3 JFT Drills
- 10-4 SFD Pride and History
- 10-5 Garage Fires
- 10-6 Coos Bay NIOSH Report
- 10-7 Coos Bay Fatality (Power Point)
- 10-8 Dehydration
- 10-9 Dehydration (Power Point)

Month 10 – Probation Check-off

Instructor

Operations Study Program Standard Initials/date

	#1 ICS Certification	
1.1	The firefighter shall complete the ICS 100 certification	
1.1	The firefighter shall complete the ICS 200certification	
	#2 EMS Drill	
2.1	The firefighter shall **conduct** a company drill on pediatric triangle & child patient assessment	

	#1 Driver Drills	
1.1	The firefighter shall **demonstrate** the ability to transition from LDH to 2 ½" as required when performing greater than 600 ft. lay (Parallel 2 ½" with proper orientation of Siamese)	
1.2	The firefighter shall **demonstrate** the ability to charge the standpipe when the FDC is not accessible (charging the standpipe from an outlet)	
1.3	The firefighter shall **demonstrate** the proper set-up for a low pressure hydrant	
1.4	The firefighter shall **demonstrate** LDH to the rear (see drill sheet 10-10)	
1.5	The firefighter shall **demonstrate** LDH to the front (see drill sheet 10-11)	
1.6	The firefighter shall **demonstrate** reverse pump hook-up(see drill sheet 10-12)	
1.7	The firefighter shall **demonstrate** 24'/26' ladder throw from the engine brackets (see drill sheets 10-13 & 10-14)	
	#2 Engine Company Drills	
2.1	The firefighter shall **describe** the benefits to tandem pumping & the situations where it would be appropriate to use	
2.2	The firefighter shall **demonstrate** the ability to tandem pump	

2.3	The firefighter shall **demonstrate** transfilling a downed firefighter in a no-visibility situation	
	#3 Apparatus Driving	
4.1	The firefighter shall **explain** the response rules for driving code red	
4.2	The firefighter shall **demonstrate** good control of the apparatus while driving	
4.3	The firefighter shall **demonstrate** driving the Company's EVIP Road Course after completing 4.1 & 4.2	
4.4	Shift 1	
4.5	Shift 2	
4.6	Shift 3	
4.7	Shift 4	
4.8	Shift 5	
4.9	Shift 6	
4.10	Shift 7	
4.11	Shift 8	
	#5 Chief's Drill	
5.1	Drill of Chief's choosing	

Seattle Fire Department

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

Monthly, during your probation, you should read the required materials, study your district and complete the required tests. Tests should be graded and documented on your Form 50. As you complete each item log it below. When all items are complete, **send the POG Test and District Test, the Check-offs along with this form to Training Division – Attention Recruit Captain. The Form 50 should be sent up the chain-of-command.**

Probationary Firefighter________________________**I/I#**_______**Month**
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Signature____________________________________

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:
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Seattle Fire Department

Probationary Firefighter Development Guidebook

Month 11 Assignments Overview

1. **Month 11 Probation Check-off Self-Study Material**

2. **Driving Check Ride**

- Final driving evaluation with be scheduled through the Training Division

3. **Occupancy Based Firefighting**
    - Chapter 1

4. **Supplemental Materials**
    - 11-4 SFD Pride and History
    - 11-5 First Due Assignments – Engine Company
    - 11-6 Contra Costa NIOSH Report
    - 11-7 Contra Costa Investigative Report

11-8 Contra Costa Case Study QuestionsMonth 11 – Probation Check-off

Instructor
Operations Study Program Standard Initials/date

	#1 Deaths in the line of duty…	
1.1	The firefighter shall **read** the(NIOSH) Case study – Contra Costa County, CA located on Share Point	
1.2	The firefighter shall **discuss** the Contra Costa County, CA case study with their officer using the discussion points on the worksheet located on Share Point	
	#2 Occupancy Based Firefighting	
2.1	The firefighter shall **read** the Occupancy Based Firefighting document Chpt. 1	
2.2	The firefighter shall **explain** to the officer SFD's best practices for single family dwelling	

#5 Engine Manipulative Drills - Check-off

Operations Study Program Standard Instructor Initials/date

	#1 Tailboard Drills	
1.1	The firefighter shall **demonstrate** tying the following knots: • Square knot • Clove hitch • Double fisherman's knot • Figure 8 on a bite • Bowline with a Yosemite finish	
1.2	The firefighter shall **demonstrate** replacing a burst section with two 2 ½" lines on supply side of the pump	
1.3	The firefighter shall **demonstrate** replacing a burst section with two 2 ½" lines on discharge side of the pump	
	#2 Apparatus Driving	

2.1	Shift 1	
2.2	Shift 2	
2.3	Shift 3	
2.4	Shift 4	
2.5	Shift 5	
2.6	Shift 6	
2.7	Shift 7	
	#3 Chief's Drill	
3.1	Drill of Chief's choosing	

Seattle Fire Department

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

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Probationary Firefighter___________________________**I/I#**________**Month**
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Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

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Month 12 Assignments Overview

1. **Month 12 Probation Check-**

off Self-Study Material

2. **ICS 800 Certification**
    - Go online to the address below & complete the study & test for FEMA ICS Certification. You may use your home address to receive your certificates.
    - Immediately forward a copy of the e-mail notification you receive for completing the course to the Assistant Training & Education Coordinator at Training Division.
    - A copy of the ICS 800 Certificates must be forwarded to the Training Division In-Service Coordinator.
    - Web Addresses to be used

ICS 800 – http://training.fema.gov/emiweb/is/is800.asp

3. **Occupancy Based Firefighting**
    - Chapter 2

- Chapter 3

4. **<u>How We Decide</u>** (article)

5. **65th Street Incident of June 5, 2008** (report)

6. **Final Written Exam**
    - Answer questions from all assigned reading materials: achieve a grade of 80% or more on a final written exam. **<u>Exam will be given at the Training Division</u>**

Month 12 Assignments Overview

7.

- 12-5 How We Decide
- 12-6 65Th Street Final Report
- 12-7 65th Street Questions
- 12-8 SFD Pride and History
- 12-9 Sacramento Roof Collapse (video)
- 12-10 Firefighter Safety (Power Point)

Month 12 – Probation Check-off

Instructor

	Operations Study Program Standard	Initials/date
	#1 Occupancy Based Firefighting	
1.1	The firefighter shall **read** Occupancy Based Firefighting Chpt. 2 & 3	
1.2	The firefighter shall **explain** to the officer SFD's best practices for high density town homes and for low/mid rise multi-family dwellings	
1.3	The firefighter shall **read** How We Decide	
1.4	The firefighter shall **read** The 65th Street Incident of June 5, 2008 and **discuss** the follow-up with their officer	

#6 Engine Manipulative Drills - Check-off

	Operations Study Program Standard	Instructor Initials/date
	#1 Driver Drills	
1.1	The firefighter shall **demonstrate** completing a blind alley lay as the 1st engine	
1.2	The firefighter shall **demonstrate** completing a blind alley lay as the 2nd engine	
1.3	The firefighter shall **demonstrate** pumping to a ladder pipe	
	#2 Tailboard Drills	
2.1	The firefighter shall **demonstrate** the proper use of restraints on a patient	
2.2	The firefighter shall **demonstrate** a firefighter down emergency transfill in zero visibility	
	#3 Apparatus Driving	
3.1	Shift 1	
3.2	Shift 2	
3.3	Shift 3	
3.4	Shift 4	

3.5	Shift 5	
3.6	Shift 6	
3.7	Shift 7	
3.8	Shift 8	
	#4 Chief's Drill	
4.1	Drill of Chief's choosing	

Seattle Fire Department

Probationary Firefighter Development Guidebook

Monthly Assignment Check-off Sheet

Monthly, during your probation, you should read the required materials, study your district and complete the required tests. Tests should be graded and documented on your Form 50. As you complete each item log it below. When all items are complete, **send the POG Test and District Test, the Check-offs along with this form to Training Division – Attention Recruit Captain. The Form 50 should be sent up the chain-of-command.**

Probationary Firefighter__________________________**I/I#**________**Month** ____

Signature____

	Send to:	**Date Completed**	**Score**
Monthly Check-off	Training - Recruit Cpt.		**NA**
Manipulative Check-off	Training – Recruit Cpt.		**NA**
POG Test	Training - Recruit Cpt.		
District Test	Training - Recruit Cpt.		
Forms 50 & 50A	Chain of Command		**NA**

Any questions about tests or reasons why any items above will not be received on time should be listed in the comments section.

Comments:

SUBJECT:	**COMMUNICATIONS EQUIPMENT**
REVISED: SEE ALSO:	12/3/18
PAGE(S):	(Policy Section). OG-4004 Radio Language Protocols. OG-4005 Radio Procedures. OG 4006 Radio Channels, Zones, and Usage.
	10

GENERAL INFORMATION

This section provides information and guidelines for communications equipment in the SFD. Portable radios, pagers, base stations, Computer Aided Dispatching (CAD), telephones (wired/cellular/satellite), and Mobile Data Computers (MDC) are discussed in this section as communications equipment.

PORTABLE RADIOS

Portable radios are emergency equipment and should be considered as vital as other personal protective equipment.

A portable radio is assigned to all operations personnel at the beginning of each work shift. This radio assignment remains in effect for as long as the member is assigned to that unit during the shift. Each member is responsible for the radio assigned to him or her during the work shift.

Members assigned to a position on a unit that responds to emergencies must sign onto the CAD system. When signing on to CAD, members must visually check the radio number of the portable radio assigned to them to ensure that the correct radio number is logged into the CAD system. After signing on, members must check CAD View to see if CAD received the correct information. If CAD does not accept the sign on information, contact the Help Desk immediately at 386-9770.

Not all SFD portable radios are intrinsically safe. Radios that are intrinsi- cally safe are marked with a green dot on the bottom of the radio and/or a label under the battery with green writing. Intrinsically safe radios are “Factory Mutual” approved for specific hazardous atmospheres where ignitable concentrations of flammable gases or vapors exist. Radios that are not intrinsically safe could cause or become a source of ignition. If a person is operating in an area that has ignitable concentrations of flam- mable gases or vapors, do not operate a radio that is not marked intrin- sically safe.

RADIO PROCEDURES

Portable radios will be carried by all Operations Division personnel when at the scene of emergency responses.

Radios must be monitored at all times while the unit is on-the-air and it is advised that all members carry their assigned radio during such times.

Carrying radios in back pockets may cause damage to the LCD screen when the member sits down.

A portable radio battery’s life is limited. Radios should be turned off when the user is in their assigned station or the radio is stored on the apparatus. To ensure proper operation, portable radio batteries should be changed twice a day or after extensive use.

The radios for Operations units, when in-service, will be switched to the primary dispatch channel, Zone 1 Channel 4. Portable radio tones will always be active and should not be muted.

FEEDBACK Feedback can be an inherent problem with multiple radios in close proximity. Feedback is caused by the ‘looping’ of a transmission between radios where it becomes amplified. Members should be aware that they can reduce feedback by:

- Reducing the volume.
- Covering the speaker/microphone.
- Creating some distance between the radios.

RADIO TESTS The Fire Alarm Center (FAC) periodically conducts a number of different radio tests that all members should be aware of and understand. They are as follows:

- The May Day Tone is tested/transmitted every Sunday.
- The Abandon Building Tone is tested/transmitted every Sunday.
- Interoperable communications links/patches

between SFD and other jurisdictions (e.g., USCG) are established and tested every Sunday fol- lowing the Abandon Building Tone.

- The emergency marker tone is tested/transmitted after the Abandon Building Tone once a month.
- Portable radio emergency buttons for specified units (on a rotating basis) are tested on Sundays.

DISTRIBUTING PORTABLE RADIOS

In the event of a portable radio problem, the Company Officer should:

- If necessary, redistribute portable radios to the company members most likely to need them (e.g., team leaders and nozzle-person).
- The Officer should attempt to obtain a replacement radio from the Incident Commander (IC).

During emergency incidents, when a member is assigned a replacement radio, the FAC may be requested to change the CAD Sign-on informa- tion for that member as soon as possible.

COMMUNICATIONS EQUIPMENT

At all other times, members will change their own designated portable radio number by accessing CAD Sign-on (located on the station com- puter).

SITE TRUNKING The SFD is a part of a county wide trunked - 800MHz system. Over 95% percent of Seattle is covered by 4 towers (sites) out of a total of 28 in the greater King County region. The system is designed so these 4 sites con- tinue to interoperate, even if the rest of the regional system fails.

The normal manner in which the radio system works is that radio trans- missions on designated talkgroups are routed through what is called the Zone Controller which assigns the talkgroup to one of several available frequencies. This main 'brain' simply makes sure transmitted messages are received and broadcast for anyone who can see a system site. Our radios are programmed to search for the site that provides the strongest signal. This is not always a Seattle site.

The possibility exists that the system may occasionally malfunction. One or more parts of the overall system may be unavailable, preventing the Zone Controller from properly routing a signal (transmission). In these situations we go into what is termed site trunking. Notification of this on the radio will be indicated in two ways:

- You will hear an audible tone at 7 second intervals.
- The LED screen on the radio will show, “Site Trunking.”

When this situation happens, our ‘fall back’ procedure is to switch our radios to Zone 9 (Zone 9 channels are identical to Zone 1). This, via the radio programming, directs the radio to search and use only the four Seattle sites. Our radios therefore ignore the Zone Controller and instead use our own Seattle simulcast site controller for the routing of transmissions.

However, there are two different types of site trunking, localized and county-wide. Dependent on which type, our procedures will vary slightly.

Localized (Seattle-wide) – Localized site trunking means that the prob- lem may be limited to a single site. For whatever reason, an individual radio or unit may, because of its location, require the use of a site that has lost contact with the Zone Controller. In these instances, the unit will probably be the first to identify the problem and should use the follow- ing procedures:

- Switch portable/mobile radio(s) to Zone 9 and the designated channel that you're currently assigned to; Keep one portable on Zone 1.
- Contact the FAC to notify that you're in site trunking; If you need to use a phone, dial 386-1498.
- Consider yourself on Radio Dispatching; You will be dispatched on Zone 9 Channel 4.
- When the portable on Zone 1 no longer displays “Site Trunking,” the unit can secure from Radio Dispatching and switch all radios back to Zone 1.

TRUNKED CHANNEL

- Notify the FAC that you are clear from site trunking.

County-Wide – County-wide site trunking means that the problem is with the entire system and the whole county is probably affected. In this instance the FAC will be the first to identify the problem and will make a Department-wide announcement. The announcement will instruct all units to:

- Switch portable and mobile radios to Zone 9 and monitor the channel currently assigned to.
- Radio Dispatching will be in effect; Units will be dispatched on Zone 9 Channel 4.
- Return to quarters if not on an emergency response.
- The FAC may initiate a radio test of all units.
- The FAC will notify when the problem is resolved and when to switch radios back to Zone 1 and return to CAD Dispatching.

Units at an incident location that cannot communicate with the IC or FAC on the assigned channel should switch to the associated direct channel (e.g., Zone 2, Channel 1, for fire responses).

When in site trunking the station's base radio does not need to be switched to Zone 9 for it is programmed to always be in site trunking mode and searching for just the Seattle zone sites.

A trunked channel is one that is routed through the trunked system and is controlled by the system's main Zone Controller (also may be called the Master Site). It is a mode of communication in which conversations over the radio utilize multiple frequencies, and possibly multiple sites. These conversations are on "talkgroups" which are carried on one or more trunked channels (the talkgroup is selected on the radio whereas the channel is assigned by the Zone Controller). The Zone Controller, or 'brain' determines the proper routing of the signal and chooses between multiple available frequencies and sites, and broadcasts the message for everyone tohear.

Members should use the appropriate trunked talkgroup when possible, as these talkgroups are monitored by the FAC. This also allows the mem- ber to take full advantage of the radio's features such as the emergency button. The SFD talkgroups we use are on trunked channels (e.g., Zones 1, 3, and 9).

Members that experience poor radio reception or transmission at an incident should switch to the appropriate direct channel to establish communication. This action stresses the importance that someone on the exterior (command post) monitor the direct channel associated with the incident.

DIRECT CHANNEL A direct channel is one that is not routed through the trunked system and is not controlled by the system's Zone Controller. It is a mode of communication in which the sender transmits and receives a message at separate times on an assigned frequency. In essence it is similar to a walkie-talkie in that communication is directly from radio to radio.

Direct channels have a limited range; therefore, if needing to communi- cate over a greater distance such as during disaster operations, use of apparatus mobile radios would be advantageous due to having greater power and range.

These channels are not monitored by the FAC and the emergency but- ton does not function.

Members, therefore should use the appropriate trunked talkgroups whenever possible. This will allow the FAC to monitor communications and keep trunked radio features available to the members.

IC's should avoid having all units switch to a direct channel as a routine procedure.

IC's should monitor or assign a member to monitor the appropriate direct channel as soon as possible after command has been established.

Examples of when members should switch to a direct channel:

- In areas of known poor radio reception or transmission.
- When radios "bonk" indicating they are out of range.
- When they cannot communicate with anyone on the trunked talk- group.

Members should use the direct channels that correspond to the assigned incident trunked channel on the Zone 1 bank, Channels 1, 2 or 3.

Example: When the incident is assigned to Zone 1 Channel 1, the direct channel is Zone 2 Channel 1 (ST OPS 1). The same for Zone 1 Channel 2 (ST OPS 4), and Zone 1 Channel 3 (ST OPS 3).

Members that experience poor radio reception or transmission on either a trunked or direct channel should change their location, use a cell or landline phone, use runners, etc. to establish communication.

ZONE & CHANNEL ASSIGNMENTS

ZONE ASSIGNMENTS

SFD radios have zones, or channel banks, programmed into them, six of which receive the most use.

Zone 1 contains the SFD's main day-to-day working channels. Units should always monitor Zone 1 Channel 4 when in-service unless directed otherwise.

Zone 2 is utilized for SFD tactical channel communication and King County mutual aid zones such as:

- Channel 1, 2, and 3 are the tactical/direct channels.

- Channels 11 is the mutual aid zone channel for NORCOM (Bellevue, Mercer Island and Shoreline Fire), and Channel 12 is the mutual aid zone channel for ValleyCOM (South King County Fire).

Zone 3 contains the SFD Emergency channels and is used during Level 1 Operations (e.g., a catastrophic event where Battalion dispatching is implemented). During normal daily operations this zone may be used for drilling purposes.

Zone 6 contains the Seattle Police channels and can be scanned for obtaining information relating to an ongoing incident involving both SFD and Seattle Police.

Zone 8 contains a number of SFD Administration channels (i.e., Chan- nels 11-15). This zone was created so that Channels 11-15 could be used (e.g., a special event) and if a response was required, the normal assigned SFD channels could be turned to without having to change zones. Zone 8 Channels 1-10 and 16 operate the same as their respec- tive channels on Zone 1 including transmitting over Zone 1.

Zone 9 contains the same channels as Zone 1, but is used during site trunking.

ZONE 1 (Z1)	SFD main
ZONE 2 (Z2)	SFD direct channels and other County mutual aid
ZONE 3 (Z3)	SFD Emergency Battalion
ZONE 4 (Z4)	State Operations
ZONE 5 (Z5)	City mutual aid
ZONE 6 (Z6)	Seattle Police
ZONE 7 (Z7)	Events
ZONE 8 (Z8)	SFD Administration
ZONE 9 (Z9)	Site Trunking

NOTE
Depending upon a radio's programming, any base, mobile or portable radios may show an additional zone above Zone 9. These zones may be displayed as Zone 10, 12, Zone 71 or 72. These are future inter-operability zones currently used as nationwide talk groups. These additional zones currently are not used by the SFD.

CHANNEL ASSIGNMENTS

Each zone contains 16 different channels, or talk groups. Appendix 1 lists all channels for each zone within our radio system. Unless otherwise directed by the FAC, designated channels are to be used for operations as they are defined.

OTHER COMMUNICATION EQUIPMENT

MOBILE RADIO

All fire department apparatus mobile radios have Zone 1 Channel 4 pro- grammed as the priority channel which can be selected at any point by pressing the *Home* button.

When out-of-quarters and in-service, the scanning function should be activated. When dispatched on an alarm and directed to switch to another channel by the FAC, units should cancel this feature.

Desktop Radio

Desktop radios have Zone 1 Channel 4 programmed as the priority channel and must be left on Channel 4 with the scanning feature turned on. These radios, unlike portable and mobile radios, are always in site trunking mode which means they only search for one of the four Seattle sites and never need to be switched to Zone 9.

When directed to switch to another channel, units should turn off the scanning feature.

The scanning feature may also be turned off between the hours of 2200 and 0700.

Pager

CADView Paging

COMMUNICATIONS EQUIPMENT

All Operations units are assigned one or two pagers dependant on the type of unit. The pager is primarily for alarm notification purposes and may also be used to contact a unit for non-emergency, Department business when unable to make contact via telephone or radio.

If assigned a pager it should be carried or kept in a place that will allow the member to be immediately alerted if the pager activates.

Administrative personnel are only required to carry their pagers when on duty or in a potential call back status.

Internal Department paging is available on CADView. CADView paging has the following capabilities:

- Single messages can be sent to multiple individuals, units and/or groups.
- A character counter helps prevent messages from being cut-off when sent.
- Contains a Group Paging Directory that lists all group members.

High usage of the CADView paging system has an impact on dispatch pages from the FAC. Department members need to utilize discretion when using the paging system. CADView paging therefore should pri- marily be used for critical and emergency messages. When possible, members should use the telephone, radio, or E-mail for routine commu- nications.

STATION ALERTER SYSTEM

The station alerting system is typically located in the watch office and activates the station lights, bells and/or tones, printer and PA system. This system is activated by the FAC to notify unit(s) within a specified station of an emergency alarm or special notice. The alerting system may also be activated by the station itself when needed (e.g., still alarm).

At 0700 daily, the FAC activates all fire station's alerting systems followed by a voice announcement, "0700 hours, hitch." If the daily alerter test is not received properly, notification should be made to the FAC of the test failure.

DEPARTMENT TELEPHONE/FAX

All SFD phones are programmed to allow abbreviated five digit dialing within the City Phone network as well as general access outside the City system.

Fire station main/business lines are set to allow local calls and in-state long distance access. Fire station fax lines are set to allow national long distance access, as are the Chief's business phones. All other SFD busi- ness phones have the level of long distance access set according to spe- cific business needs.

In the event that a station needs to make an out-of-state fire prevention or other business related call, the call can be made from a Chief's phone. Another option is to call the Department of Information Tech- nology (DoIT) Telephone Services at (206) 386-1111 and request assis- tance in making the call.

CELLULAR PHONE

All apparatus are assigned a Department cell phone that should be stored in the cab. Officers are responsible for the cellular phones assigned to the unit(s) under their supervision.

Operations personnel should be alert to use the cell phones in situations where they would be of benefit at an emergency scene (e.g., need to be discrete when transmitting confidential information).

Cell phones should also be used to report non-emergency incidents by dialing 911 and contacting the desired agency directly (e.g., SPD, Detoxification Van (through SPD), Washington State Patrol, etc.).

Often the contacted agency will ask specific questions that can be better answered first hand by the calling member vs. attempting to have the FAC relay information. This provides more accurate transfer of informa- tion and guarantees the appropriate response.

SATELLITE PHONE

Satellite phones are to be utilized during City wide emergencies when other forms of communication havefailed.

Satellite phones are located at the FAC, Resource Management Center (RMC), Operations Deputy Chief's office, and all Battalion Headquar- ters. The Fire Chief, Assistant Chiefs, and Administrative Deputy Chiefs have satellite phones in their assigned vehicles.

MOBILE DATA COMPUTER

The Mobile Data Computer (MDC) is the primary means of managing status changes. It responds to barehanded touch on the screen fields and buttons. Pencils, pens, or gloved hands will not work on the touch screen.

The MDC in all front-line and reserve apparatus will be checked for updates daily at the beginning of each shift using the VisiNet Mobile Launch Application. The application appears as a button on the Task Bar at the bottom of the MCD screen. This ensures that the MDC has the most current information with regards to hazardous conditions at emer- gency sites and accurate routing and vehicle location information.

The MDC will be shut down and restarted every Saturday. The restarting process takes approximately two minutes and is outlined in the VisiNet Mobile Training Guide.

For the operation of the MDC (e.g., toolbar navigation, status button changes, etc.), refer to the "Documentation and User Manuals" on the SFD SharePoint Home page under the Department Library heading. It is suggested that Operation companies review this training guide at regular intervals to maintain the skills necessary to appropriately use the MDC.

Problems with the MDC should be handled by calling the Department's Help Desk at 386-9770.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the ***"Agreement")*** is entered into this 'J.Q day of J t(,

20_1 /ie·Effective Date") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital ofTexas Highway, Building 11-300, Austin, Texas 78759 ***("ESO"),*** and the City of Seattle on behalf of the Seattle Information Technology Department, with its principal place of business at 700 Fifth Avenue, Suite 2700, Seattle, WA 98124 ***("Customer")*** (each a ***"Party"*** and collectively the ***"Parties").***

WHEREAS, ESO is in the business of providing software services (the *"Services")* to businesses and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO, to be used by Seattle Fire Department, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the Parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference herein. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESQ regarding future functionality or future features.

2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate one year after the Effective Dale ***("/11itial Term").*** THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR , UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE

AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.

3. **Subscription Fees, Invoices and Payment Terms**.

a. Subscription Fees. King County, Washington, a home rule charter county and a political subdivision of the State of Washington, has offered, and Customer has agreed, to pay for select Customer Subscription Fees on Customer's behalf as indicated in Exhibit A (collectively, the ***"Subscriptio11 Fees").*** In the event King County does not pay select Subscription Fees on behalf of Customer, and Customer chooses to continue receiving those Services, then Customer shall be responsible for any outstanding fees. Provided, however, that Customer remains directly responsible for those Services listed on Exhibit A not being paid by King County or any additional Services requested by Customer not paid by King County. To the extent that the terms of Sections 3 and 4 of the Agreement apply to those Subscription Fees which King County has agreed to pay, ESO shall first seek to resolve those issues with King County directly.

b. Payment of Invoices. Customer shall pay the full amount of invoices within thirty (30) days of receipt (the ***"Due Date").*** Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESQ of any changes to such information.

c. Disputed Invoices. If Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer's claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts determJned by ESO to be payable shall be due within ten (I0) days of such determination.

4. **Terminati on**.

a. Termination by Customer for ESO Default. If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ***("ESO Default"),*** Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure,* Customer may terminate the affected Service(s) without liability to ESO.

b. Termination by ESQ for Customer Default. ESO may terminate this Agreement with no further liability if(i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (collectively referred to *as* ***"Customer Default").*** In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (I Y:,%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees and other charges. In addition, Customer agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a Customer Default.

5. Delivery of Data upon Expiration or Termination of Agreement. If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4 above, ESO shall deliver to Customer its data. ESO shall make reasonable and good faith efforts to accommodate Customer's preference for the type of media for delivery. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer.

6. **System Maintenance.** In the event ESO determines that it is necessary lo interrupt the Services or that there is a potential

for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.

7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.

8. **Mobile Software.** If Customer elects to use ESO's Mobile Software (the ***"Software"),*** the provisions of this Section shall apply.

a. Use of Software. Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.

b. Ownership and Restrictions. 'I11is Agreement does not convey any rights of ownership in or title lo the Software or any copies thereof All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otl1erwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.

c. Mobile Software Interface Fee. The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.

d. Title. ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or
(ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

9. **Support and Updates.** During the Term of this Agreement, ESO shall provide Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated herein. ESO will also provide Updates lo Customer, in accordance with Exhibit B.

to. Other Services. Upon request by Customer, ESQ may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.

11. Indemnification by ESQ. To the extent permitted by law, ESO shall protect, defend, indemnify and hold the Customer harmless from and against all claims, demands, danmges, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, caused by ESO's gross negligence or willful misconduct in performing this Agreement, except for damages resulting from the negligence of the Customer. As to the Customer, ESO waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them.

ESO will indemnify Customer from and against intellectual property infringement claims caused by the Customer accessing the Services. The obligations set forth in this section do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Services with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Services; or (b) Participant's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement or (c) Customer's misuse of the Services, including but not limited to uploading infringing content.

12. Limitation of Liability. EXCEPT FOR ESQ'S INDEMNITY OBLIGATION UNDER THE FOREGOING PROVISION, CUSTOMER HEREBY AGREES THAT ESO'S TOTAL LIABILITY TO CITY FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO TI-IIS CONTRACT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUTORY

LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED Tl-IE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER AND KING COUNTY AS IT RELATES TO THIS AGREEMENT. UNDER ESQ'S INDEMNITY OBLIGATION, ESO'S TOTAL LIABILITY SHALL BE TWO-HUNDRED THOUSAND DOLLARS ($200,000.00) IN ADDITION TO THE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER AND KING COUNTY AS IT RELATES TO THIS AGREEMENT. IN NO EVENT SHALL EITHER ESO OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TODATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. Acknowledgements and Disclaimer of Warranties. Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO Tl-IE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Confidential Information. ***"Confidential Information"*** shall mean all information disclosed in writing by one Party lo the other Party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

The State of Washington's Public Records Act (Release/Disclosure of Public Records), under Washington State Law (reference RCW Chapter 42.56, the Public Records Act), deems all materials received or created by Customer to be public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that publie records must be promptly disclosed by Customer upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, Customer is required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If Customer receives a public disclosure request for any records or parts of records that ESO has specifically identified in this contract as proprietary or confidential, Customer will notify ESO in writing of the request without unreasonable delay and will postpone disclosure. While it is not a legal obligation, Customer, as a courtesy, will allow ESO up to ten business days lo obtain and serve Customer with a court injunction to prevent Customer from releasing the records (reference RCW 42.56.540). lfESO fails to obtain a Court order and serve Customer within the *ten* days, Customer may release the documents.

Customer will not assert an exemption from disclosure on ESO's behalf. lfESO believes that its records are exempt from disclosure, Vendor is obligated to seek an injunction under RCW 42.56.540. ESO acknowledges that Customer will have no obligation or liability to ESO if the records are disclosed.

15. General Provisions.

a. Force Majeure. Neither Party shall be liable lo the other, nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is delayed or prevented by reason of Force Majcurc, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party's fault or negligence.

b. Entire Agreement. This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) *(see* Exhibit C) are incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.

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c. Governing Law. This Agreement shall be governed by the laws of the State of Washington without regard to choice or conflict of law rules.

d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Seatlle, Washington, and shall be resolved under the laws of the State of Washington. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis. The Parties knowingly, voluntarily, and irrevocably waive their right to a trial by jury.

c. No Press Releases without Consent. Neither Party may use the other Party's name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESQ as a vendor of Customer.

f. Aggregate Data Reporting. Customer hereby grants ESQ the right to collect and store its data for aggregate reporting purposes, but in no event shall ESQ disclose Protected Health Information ***("PHI")*** unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.

g. Compliance with Laws. Both Parties shall comply with and give all notices required by all applicable federal, state and local Jaws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

h. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If Customer has made any change to the Agreement that Customer did not bring to ESQ's attention in a way that is reasonably calculated to put ESO on notice of the change, the change shall not become part of the Agreement.

i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

j. Taxes and Fees. This Agreement is exclusive of all taxes and fees. Unless otherwise required by Jaw, Customer is responsible for and will remit (or will reimburse ESQ for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value- added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided lo Customer under this Agreement.

k. Independent Contractor. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of Customer.

I. Counteq;,arts: Execution. This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" ***(".pdf')*** or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Patty with the intent to execute this Agreement (i.e. ***"electronic signature"*** through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

m. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be efiective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses above. No Party to this Agreement shall refuse delivery of any notice hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO: **CUSTOMER:**

DocuSigned by:
Chris Dillie
E749AB441C2F496...
[Signature]

Chris Dillie
[Printed Name]

President and CEO

[S [redacted]

Harold D. Scoggins

[Printed Name]

:+1(l{b [redacted] n;K

[Title]

9/27/2016

[Title]

[Date] 10/6/2016 [Date]

EXHIBIT A

SCHEDULE OF SUBSCRIPTION FEES

Customer has selected the following Services, at the fees indicated:

EHR Suite w/ Quality Management, 60,000 - 80,000 Incidents.
List Price: $80,500.00, annually recurring. Fees
paid by King County EMS.

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees arc invoiced annually in advance commencing upon execution of this Agreement.

EXHIBITB

SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services ***("Support Services")*** that ESO will provide and the service levels that ESO will meet.

1. **<u>Definitions</u>.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

(a}***"Customer Service Representative"*** shall be the person or persons at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer's Administrator has been unable to resolve.

(b)***"Error"*** means any failure of the Software to conform in any material respect with its published specifications.

(c) ***"Error Correction"*** means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.

(d) ***"Priority A Error"*** means an Error that renders the Software inoperable or causes a complete failure of the Software leading to a major disruption/impact on Customer's operations.

(e)***"Priority B Error"*** means an Error that substantially degrades the performance of the Software or materially restricts Customer's use of the Software and/or one or more features or functions of theSoftware.

(f) ***"Priority C Error"*** means an Error that causes only a minor impact on Customer's use of the Software for which a work around may or may not exist.

(g) ***"Update"*** means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO fro111 time to time to its Customers.

(h)***"Normal Business Hours"*** means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. Customer Obligations.

Customer will provide at least one administrative employee (the ***"Administrator"*** or ***"Administrators")*** who will handle all requests for first- level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer's employees. The Administrators will refer any Errors to ESO's Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. Support Services.

(a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and {ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, but Customers may submit requests for a support assistance 24 hours per day, 7 days per week. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

(b) Procedure.

(i) *Report of Error.* In reporting any Error, the Customer's Administrator will describe to ESO's Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reasonably reclassify the Priority of the Error.

(ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO's Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below. ESO may use multiple forms of communication for purposes of submitting periodic reports to Customer, including but not limited to, messages in the Software or messages appearing upon login or other means of broadcasting error reporting to multiple customers affected by the same Error.

(iii) Qualifications of Staff. The support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with the Customer's applicable configuration. Telephone support and all communications will be delivered in understandable English.

(c) *Support Services.* The parties acknowledge that from time-to-time ESO may update his support processes specifically addressed in this Exhibit by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO.

ESO Solutions, Inc.

Priority of Error	**Communicating Error to ESO outside Normal Business Hours**	**Time in Which ESO Will Commence Verification**	**Frequency of Periodic Status Reports**	**Response Process**
Priorit y A	Telephone or email	Within 4 hours of notification	Every 2 hours until resolved	Prompt and ongoing effort, v continuous reporting to Cust until a work-around or fix has provided. A work-around acceptable as an interim solu pending resolution of the issue. Root cause failure r on all tickets classified as Prio will be provided lo Customer

Priorit y B	Email	Within 8 business hours of notification	Every **8** business hours until resolved	Proceed with fix as me priority work, according schedule mutually agreed lo by ESO and Customer.
Priority C	Email	Within three business days of notification	Every week until resolved	Proceed with fix as low pric work.

4. ESO Server Administration.

ESO is responsible for maintenance of Server hardware. Server administration includes:

(a) Monitoring and Response
(b) Service Availability Monitoring
(c) Backups
(d) Maintenance

(i) Microsoft Patch Management
(ii) Security patches to supported applications and related components
(iii) Event Log Monitoring
(iv) Log File Maintenance
(v) Drive Space Monitoring

(c) Security
(t) Virus Definition & Prevention
(g) Firewall

ESQ Solulions, Inc.

EXHIBITC

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ***("Agreeme11f')*** is entered into by and between ESO Solutions, Inc. ***("Ve11dor"),*** a Texas corporation, and Customer ***("Covered E11tity"),*** as of the Effective Date of the Subscription Agreement, for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a ***"Ptuty"*** and collectively as the ***"Parties."*** This Agreement shall commence on the Effective Date set forth above.

WHEREAS, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the ***"Privacy Sta11dards")*** promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ***("HIPAA")*** and the Health Information Technology for Economic and Clinical Health Act of2009 ***("HITECH');***

WHEREAS, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services ***("HHS")*** promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the***"Security Sta11dards")*** requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information ***("Protected Health /11formatio11"*** or***"PHI"),*** including electronic protected health information ***("EPHf');***

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," as such may be revised or amended by HHS from time to time:

WHEREAS, in connection with Vendor's performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which be,eome effective at any time during the term of this Agreement (collectively ***"Busi11ess Arra11geme11ts"),*** Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and
other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

I. **Vendor Obligations**.

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the ***"Co11jide1ttiality Requireme11ts").*** All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuan·t to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes **"Genetic Information"** as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

2. **Use of PHI**.

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Covered Entity also authorizes Vendor to collect and store its data for aggregate reporting, but in no event shall Vendor disclose PHI unless permitted by law. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. § 164.514(b).

3. **Disclosure of PHI**.

ESO Solutions, Inc.

3. I Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary lo perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and administration of Vendor; provided that: (i) such disclosures arc required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.

3.2 If Vendor uses or contracts with any agent, including a subcontractor (collectively ***"Subcontractors")*** that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this

Agreement. In addition to Vendor's obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless othetwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle **of"minimum necessary use and disclosure,"** (i.e., in accordance with 45 C.F.R. §l64.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. Individual Rights Regarding Designated Record Sets.

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. § 164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Vendor shall notify Covered Entity within ten (l0) business days ofreceipt of any request for access or amendment by an individual.

5. Accounting of Disclosures.

Vendor shall make available to Covered Entity within ten (l0) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. Withdrawal of Authorization.

If the use or disclosure of PHI under this Agreement is based upon an individual's specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. Records and Audit.

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendorand Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. Implementation of Security Standards; Notice of SecurityIncidents.

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals

unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security

Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the Security Incident, Vendor's response to the Security Incident, and to the extent pennitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. <u>Data Breach Notification and Mitigation</u>.

9.1 <u>HIPAA Data Breach Notification and Mitigation</u>. Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. *§*164.402 ***("HfPAA Breach").*** The Parties acknowledge and agree that *45* C.F.R. *§§*164.404 and 164.410, as describe below in this **Section 9.1,** govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery ofa HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPM Breach to Covered Entity, the discovery ofa HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge ofa HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPM Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at *45* C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

9.2 <u>Data Breach Notification and Mitigation Under Other Laws</u>. In addition to the requirements of **Section 9.1,** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as ***"lmlividual/y Itlentijiable Information")*** that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a ***"State Breaclt")*** to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

l 0. **<u>Obligations of Covered Entity</u>.**

10.1 <u>Notification Requirement</u>. Covered Entity shall notify Vendor of:

a. Any limitation(s) in Covered Entity's notice of privacy practices in accordance with *45* CFR 164.520 to the extent that such changes may affect Vendor's use or disclosure of **PHI;**

b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI; and

c. Any restriction to the use or disclosure if PHI that Covered Entity has agreed to in accordance with *45* CFR 164.522, to the extent tl1at such restriction may affect Vendor's use or disclosure of PHI.

10.2 <u>Pennissible Requests</u>. Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

11. <u>Terms and Termination</u>.

11.1 <u>Termination</u>. This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11;** provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 Termination with Cause. Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:

a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (I 0) business days after written notice of such failure has been given; or

b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.

11.3 May Terminate Business Arrangements in Event of for Cause Termination. Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.

11.4 Termination Upon Conclusion of Business Arrangements. Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.

11.5 Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

12. No Warranty.

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Ineligible Persons.

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the ***"Healtltcare Programs");*** (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the 1-lealtheare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the ***"WtIrrtmfy of No11-e.xclusio11").*** Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13.** Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. Equitable Relief.

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

15. Entire Agreement.

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

EXHIBITD

Seattle Fire Department

With

ESQ Solutions Inc.

CONSULTANTAGREEMENT

Title: ePRC Software Services

AGREEMENT NUMBER: 160147

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Fire department as represented by the Chief; and ESO Solutions Inc. ("Consultant"), a corporation of the State of Texas and authorized to do business in the State of Washington.

WHEREAS, Consultant and City have entered into a separate Subscription Agreement to which this Consultant Agreement is attached as an exhibit; and

WHEREAS, Consultant is performing additional development work on behalf of City which is further detailed in this Exhibit D.

The Parties agree that the terms and conditions of this Exhibit E are in addition to, not in lieu of, the terms and conditions contained in the Subscription Agreement to which this Exhibit E is attached. In the event of a conflict between the language of this Exhibit E and the Subscription Agreement, the Subscription Agreement shall control.

1. TERM OF AGREEMENT.

The term of this Agreement begins when fully executed by all parties, and ends upon the completion of the projects detailed under Attachment A to this Exhibit, unless amended by written agreement or terminated earlier under termination provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ('Work") included as Attachment A to this Exhibit D upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Attachment A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Cons.ultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work orConsultant's progress.

4. PAYMENT AND REIMBURSEMENT.

The Consultant shall be compensated at a firm fixed rate of $37,790.00. The parties agree that the rateincludes all direct, indirect, and overhead costs, including travel and living expenses, incurred by the Consultant in performance of the Services. There is no guarantee of a minimum amount of work or payment under this Agreement.

5. PROMPT PAY.

Definitions

A. An invoice is considered received when it is date-stamped atpoint of entry into the department. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.

B. A payment is considered made on the day it is mailed or is available.

C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Consultant

A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be made to the Consultant within thirty (30) calendar days of receipt of the invoice.

B. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld andactions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.

C. Interest Payment: The City will agree to pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice, on undisputed invoice amounts.

D. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subconsultants

A. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of *(to be established by Prime)* that subconsultants must submit an invoice in order to assure 30-day payment.

B. Disputed Items: The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.

D. Interest Payment: The Consultant will agree to pay one percent (1%) interest per month, for payments made after thirty (30) calendar days from receipt of an invoice, on undisputed invoice amounts.

E. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

6. PAYMENT PROCEDURES.

The Consultant shall submit an invoice after all deliverables have been approved and accepted by the City. Payment will be made within 30 days of receipt of a correct invoice.

The invoices should

be submitted to:

Seattle Fire

Department
Attn: Jim Hominiuk
PO Box 94729
Seattle, WA 98124-
4729
James.Hominiuk@sea
ttle.gov

See attached checklist for further instructions.

Invoices must clearly display the following (sub-consultants' invoices must also include this information):

- Invoice Date and Invoice Number
- City Project Manager Name: Rene LeBeau (Please do not put PM's name in the address)
- Department Contract No. 160136
- Contract Title: Implementation Services for Democracy Voucher Project
- Period covered by the invoice
- Task # and title
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per task
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):
    - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
    - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per task and for the total project

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City: James Hominiuk Seattle Fire Department
Fire Station #10 - SFD Headquarters Seattle, WA
98104 James.Hominiuk@seattle.gov
206-386-1476

If to the Consultant: Scott Kelly
ESO Solutions Inc.
9020 N Capital of Texas Hwy Building 2 Suite 300
Austin, TX 78759 scott.kelly@esosolutions.com 512-308-6508

Deliver all deliverable materials under this Agreement to:

If to the City:

If to the Consultant:

James Hominiuk Seattle Fire Department
Fire Station #10 - SFD Headquarters Seattle, WA 98104
James.Hominiuk@seattle.gov
206-386-1476

Scott Kelly
ESO Solutions Inc.
9020 N Capital of Texas Hwy Building 2 Suite 300
Austin, TX 78759 scott.kelly@esosolutions.com
512-308-6508

9. SOCIAL EQUITYREQUIREMENTS.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

10. INDEMNIFICATION.

Omitted.

11. INSURANCE.

Insurance is required; however, insurance certification does not need to be submitted to the City. Consultant will maintain premises and vehicle liability insurance in force with coverages and limits of liability generally maintained by similarly situated consultants and workers compensation insurance as required by Washington State statutes.

12. AUDIT.

Omitted.

13. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any otherpurpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager ifs/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.

Omitted.

15. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

16. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing a.nd are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.sam.gov. Consultant shall keep proof of such verification within the Consultant records.

17. CITY ETHICS CODE (SMC 4.16.010 TO .105).

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.

C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.

D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonl.lses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a closefamily relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of aCity officer or employee described above.

19. ERRORS AND OMMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Omitted.

B. The City may make and retain copies of instructional or technical documents prepared by the Consultant for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. PROPRIETARY AND CONFIDENTIALINFORMATION.

Omitted.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract.

Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.

D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.

E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

F. Omitted.

24. CONSULTANT PERFORMANCE EVALUATION.

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed http://www.seattle.gov/contractinq/docs/ccPE.doc.

25. DEBARMENT.

Under SMC Chapter 20.70, the Director of City Purchasing and Contracting Services (CPCS), as hereby delegated by the Director of Finance and Administrative Services, may debar a and prevent a Consultant from contracting or subconsultant with the City for up to five years after determining the Consultant:

A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;

B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;

C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;

D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;

E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;

F. Colluded with another firm to restrain competition;

G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performir:ig a contract for the City or any other government entity;

H. Failed to cooperate in a City debarment investigation.

The CPCS Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Background Checks and Immigrant Status: The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at http://www.seattle.gov/business/WithSeattle.htm

C. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. Omitted.

F. Omitted.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Entire Agreement: Omitted.

K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

ATTACHMENT A TO EXHIBIT D STATEMENT OF WORK

This Statement of Work **("SOW")** is made and entered into as of the effective date of the Subscription Agreement to which this serves as Attachment A to Exhibit D **("SOW Effective Date")** by and between the City of Seattle **("Customer")** and ESO Solutions, Inc., a Texas corporation with a principal place of business at 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 **("Company"),** and is subject to the terms and conditions of the Agreement.

I. <u>Description of Services and Milestones</u>

1. CAD Interface: One of ESO's experienced technicians will install ESO's CAD Interface onto Customer's system to allow the functional use of CAD data within ESO's software. ESO predicts that, with compliance from Customer's CAD vendor, ESO will be capable of completing installation of the CAD

Interface described herein within two weeks of project initiation.

2. Cardiac Monitor Interface: Customer shall install ESO's Cardiac Monitor Interface application onto Customer's devices. ESO shall assist Customer in the installation process as a part of its implementation process, but the installation process shall be undertaken by Customer at Customer's facilities. The time frame for completion is dependent on Customer efforts.
3. ESO's Mobile Software: Customer will install ESO's mobile application on Customer's laptops, tablets, or other compatible mobile devices. ESO shall assist Customer in the installation process as a part of its implementation process, but the installation process will be primarily undertaken by Customer at Customer's facilities. The time frame for completion is dependent on Customer efforts.

Deliverables

I. ESO's CAD Interface shall be installed by an ESO technician. The ESO CAD Interface is designed to bring CAD data into ESO's system for use by the end user as they document incidents.
2. ESO's Cardiac Monitor Interface transmits data from Customer's cardiac monitor to ESO's mobile software. The software will be made available to Customer, and installed by Customer with support from ESO.
3. ESO's Mobile application allows for the offline collection of patient health information while in a mobile usage setting, as well as cardiac monitor integration (described in point 2 of this section.)

Assumptions and Requirements

I. The method in which ESO's CAD Interface is designed is dependent on the CAD system being used and the preference of the CAD system host and agency requesting the interface. It is important to note that there is development required on the part of the CAD vendor (and potentially, additional costs from the CAD vendor to Customer.) ESO may be unable to provide Deliverable I should Customer CAD Vendor be non-compliant with the requirements of this project, in which case Customer shall receive a full refund of CAD Interface fees as further described on Attachment B to Exhibit D.
2. ESO's Cardiac Monitor Interface will not function if Customer's cardiac monitors are not capable of transmitting data through either a cable connection, Bluetooth, or Wi-Fi.
3. ESO Mobile Software will only function on devices capable of meeting its technical specifications, attached hereto as Attachment C to Exhibit D.

II. **Fees (indicate all that apply)**

X_ Fixed Price of$37,790.00

X_ The above Fixed Price includes Materials and Expenses.

_ The above Fixed Price does not include Materials and Expenses.

III. **Not-to-Exceed Amount**

Under no circumstances shall the amounts payable under this SOW (including fees, materials and expenses) exceed
$37,790.00 (the "not-to-exceed amount").

IV Additional Terms

The projects described in this SOW require Customer to complete ESO's ePCR implementation process before they can be undertaken. Projects may be delayed should ESO's ePCR implementation meet delays. All projects described herein require active Customer participation and may be subject to delays dependent on Customer's availability.

ATTACHMENT B TO EXHIBIT D
Statement of Work Pricing

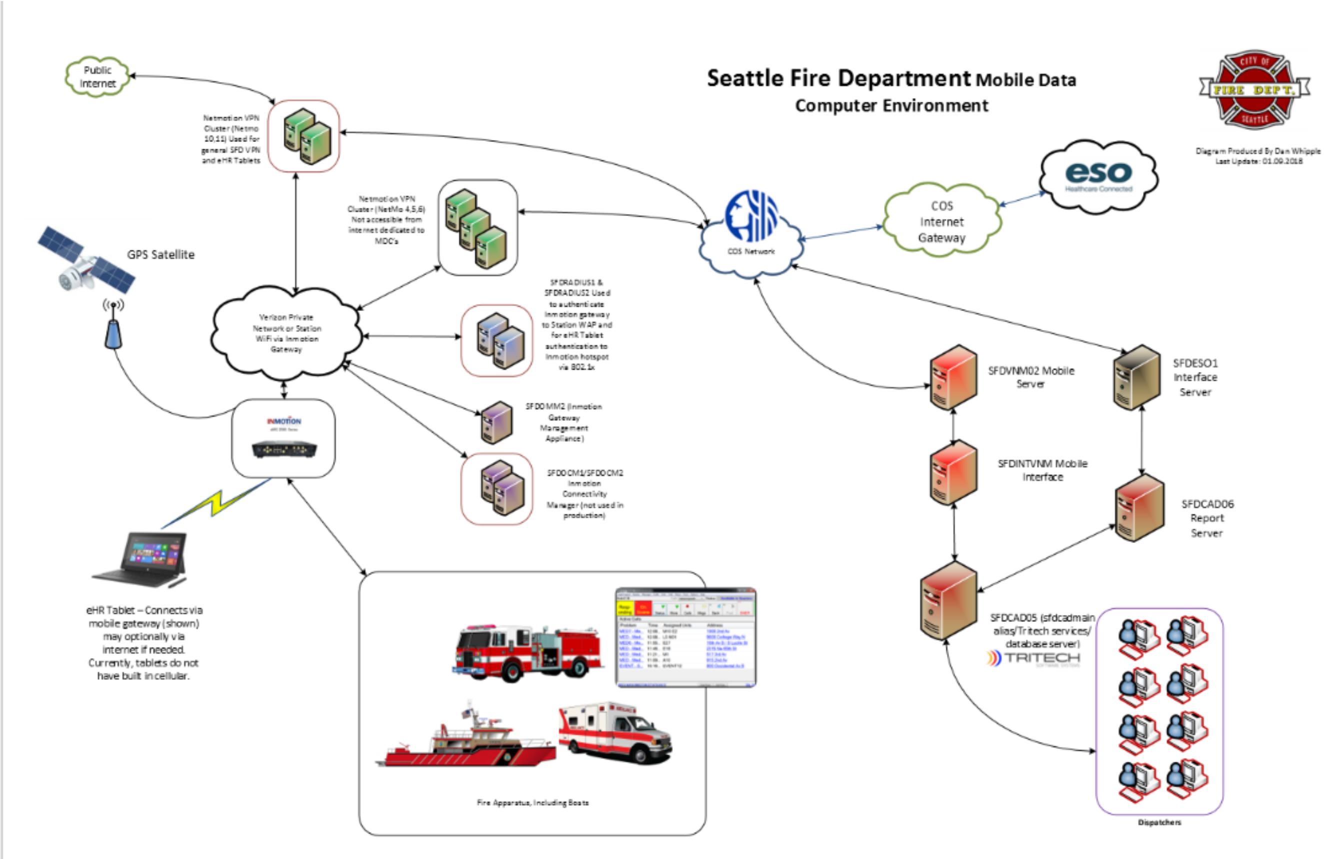
Customer has selected the following Services, at the fees indicated:

Product	Quantity	List Price	Total Price	Line Item Description
EHR Mobile	40.00	$695.00	$27,800.00	One-time unlimited mobile fee
lntedaoe - CAO (ESO APO lie@			$5.995.00	OM-'I!l1'MI
!niedaoo - Monillor			$3995.00	One-!iim@ lie@
		Grand Total	$37.790	

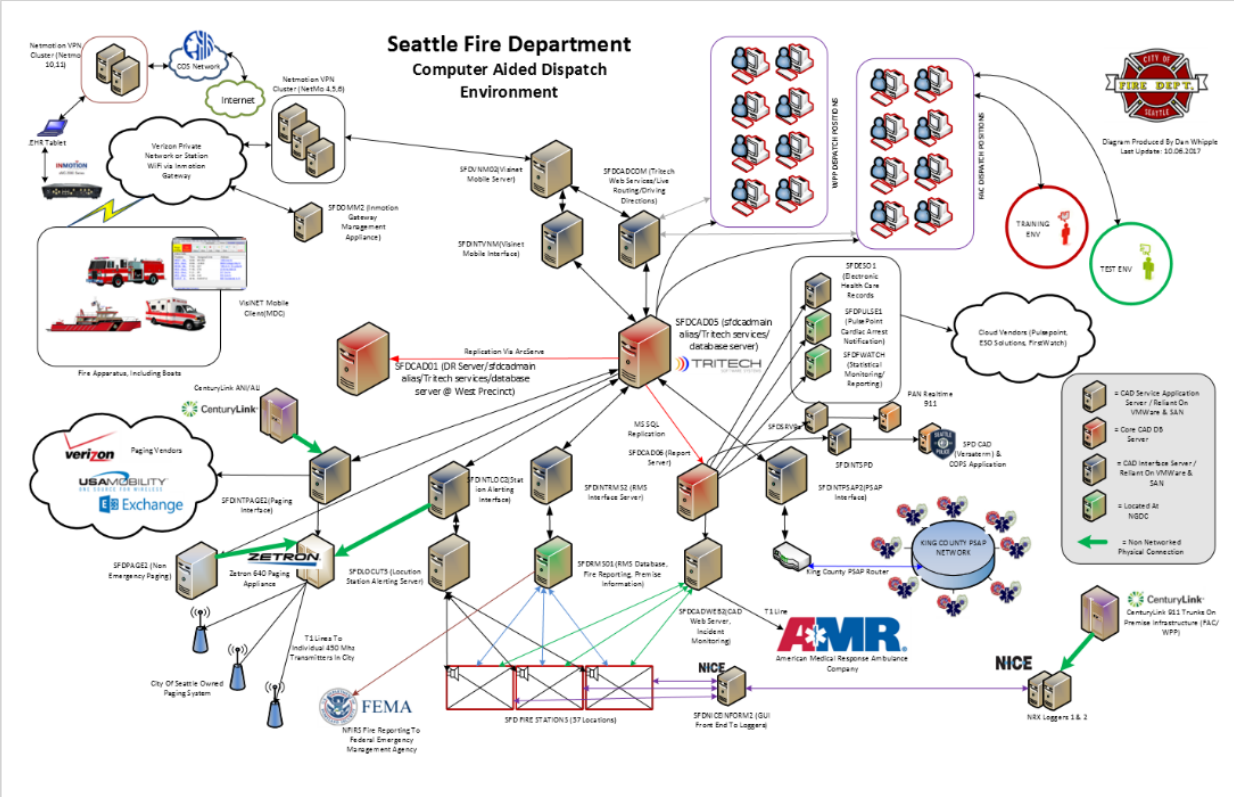
PAYMENT TERMS AND PAYMENT MILESTONES

The fees detailed above are invoiced in advance commencing upon execution of this Statement of Work.

Seattle Fire Department: Mobile Data Computer Environment



Seattle Fire Department: Computer Aided Dispatch Environment



Training and Operational Resources

CAD Training Material: Incident Type Code

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
1RED	**1 Fire Unit**	**Nearest engine or ladder code red**	**Dispatcher discretion type codes, used for when dispatcher is unsure of which type code to use or wants to increase resources for the response.**	
3RED	**1 Engine, 1 Ladder, 1 BC**			
4RED	**2 Engines, 1 Ladder, 1 BC**			
ADV		**Advised**	**Type code used primarily for documentation purposes**	
AFA	**Per 5-Level Response Plan**	**Auto Fire Alarm**		
AFA4	**2 Engines, 1 Ladder, 1 BC**	**AFA with Waterflow indication**		
AFAF-Y	**1 Fire Unit (Code Yellow)**	**Auto Fire Alarm, False**		
AFAH	**2 Engines, 1 Ladder, 1 BC, Air 9, DEP1, SAFT2** **HazMat Group**: E10, L1, A10, HAZ1, STAF10	**Auto Fire Alarm, Hazardous Materials**		
AFAR	**1 Fire Unit**	**Auto Fire Alarm Residential**		
AFARF-Y	**1 Fire Unit (Code Yellow)**	**Auto Fire Alarm Residential False**		
AID	**1 Unit**	**Aid Response**		
AIDF	**2 Engines, 1 Aid Car**	**Freeway Aid Response**		840
AIDYEL-Y	**1 Unit (Code Yellow)**	**Code Yellow Aid Response**		

AIRCRASH	**5 Engines, 2 Ladders, 2 BCs, 1 Aid Car, 1 Medic Unit, Air 9, M44, DEP1, SAFT2, STAF10, REHAB1, RIG Engine, RIG Ladder**	**Aircraft Crash**		700
TYPE CODE	**STANDARD RESPONSE**	**DESCRIPTION**	**USE**	**RELATED SOP**
AIRSBY-y	**1 Fire Unit (Code Yellow)**	**Aircraft Standby**	**Mutual Aid to Boeing Field for Aircraft in Trouble**	
ALBELL	**1 Fire Unit**	**Alarm Bell Ringing**		
AMA	**1 Unit**	**Auto Medical Alarm**		
AMB	**Transfer to AMR**	**Transfer to AMR**		385
ANTIB-Y	**2 Chempack Engines**	**Respond to North Chempack site for Antibiotic Deployment**	**For bioterrorism event, prophylaxis for SFD, SPD, Airlift NW & immediate families**	605a
ASPD-Y	**1 Ladder (Code Yellow)**	**Assist Police**		
BARK-Y	**1 Fire Unit (Code Yellow)**	**Beauty Bark Fire**		
BRSH	**1 Engine**	**Brush Fire**		715
BRSHF	**3 Engines, 1 BC**	**Brush Fire on Freeway**		715

BRSHMJ	**5 Engines, 2 BCs, 2 Ladders,** **1 Medic Unit, Air 9, DEP1, REHAB1, SAFT2, STAF10**	**Brush Fire Major**	**Incidents involving large scale brush fire incidents including those in green belts, parks (Discovery, Carkeek, Seward, etc.) areas adjacent to freeways or significant brush fires in any other region of the City where substantial vegetation is prevalent.**	715
BRSHX	**2 Engines, 1 Ladder, 1 BC, SAFT2**	**Brush Fire With Exposures**		715
CAR	**1 Engine**	**Car Fire**		
CARF	**2 Engines**	**Car Fire on Freeway**		
TYPE CODE	**STANDARD RESPONSE**	**DESCRIPTION**	**USE**	**RELATED SOP**
CARX	**2 Engines, 1 Ladder, 1 BC, SAFT2**	**Car Fire with Exposures**		
CHEMP	**1 Chempack Engine**	**Chempack Engine**	**Used only in association with HAZMAT MCI**	605
CHIM	**1 Engine**	**Chimney Fire**		
CO-Y	**1 Ladder (Code Yellow)**	**Activated CO Detector**		
COMED	**1 Engine, 1 Ladder, 1 BC, 1 Medic Unit**	**Possible Patient**		
DUMP	**1 Engine**	**Dumpster Fire**		
DUMPX	**2 Engines, 1 Ladder, 1 BC, SAFT2**	**Dumpster Fire with Exposures**		

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
ELEC	1 Engine	Electrical Problem		
EVENT	Event 10-15	Special Event (Mariners, Seahawks, Huskies, Seafair)	Sporting Events, concerts, fairs	505
EXPMAJ	5 Engines, 2 Ladders, 1 BC, DEP1, Medic Unit, Aid Car, Air 9, M44, SAFT2, STAF10, REHAB1, RIG Engine, RIG Ladder HazMat Group E10, L1, A10, HAZ1, STAF10	Major Explosion		
EXPMIN	2 Engines, 1 Ladder, 1 BC, M44	Minor Explosion		
FALSE-Y	1 Fire Unit (Code Yellow)	False Alarm		
FASTB	SAFT2 or 1 BC and SAFT2	Fast Back-up		302
FIB	5 Engines, 2 BCs, 2 Ladders, 1 Aid Car, 1 Medic Unit, Air 9, M44, DEP1, REHAB1, RIG Engine, RIG Ladder SAFT2, STAF10	Fire In Building	Requires RIG response	
FIBHI	8 Engines, 3 BCs, 3 Ladders, 1 Aid Car, 1 Medic Unit, Air 9, M44, DEP1, REHAB1, RIG Engine, RIG Ladder SAFT2, STAF10, MAR5	Fire In High-Rise Building	Requires RIG response	

FIBRES	**4 Engines, 2 BCs, 2 Ladders, 1 Aid Car, 1 Medic Unit, Air 9, M44, DEP1, SAFT2, STAF10 – 2-11 or greater REHAB1**	**Fire in Single Family Residence**		
FIREF	**2 Engines**	**Rubbish Fires on Freeway**		
FIREWATCH	**1 Fire Unit (Code Yellow)**	**Firewatch**		
FOS	**1 Fire Unit**	**Food on Stove**		
FOSO-Y	**1 Fire Unit (Code Yellow)**	**Food on Stove, Out by Occupant**		
FUELSP-Y	**1 Fire Unit (Code Yellow)**	**Fuel Spill**		731 725
FURN-Y	**1 Fire Unit (Code Yellow)**	**Furnace Problem**		
GARAG	**2 Engines, 1 Ladder, 1 BC, SAFT2**	**Detached Garage Fire**		
HANGA	**1 Unit**	**Hang-up, Aid**		390
HANGF	**1 Fire Unit**	**Hang-up, Fire**		390
HAZ	**2 Engines, 1 Ladder, 2 BCs,** **1 Medic Unit, Air 9, DEP1, SAFT2** **HazMat Group** **E10, L1, A10, HAZ1, STAF10**	**Hazardous Material, Spill/Leak**		730 731 732

HAZADV	(Alert HazMat Team: E10, L1, A10) HAZ1 (and E10 or L1) placed out of service	**Hazardous Material, Advised**		
TYPE CODE	**STANDARD RESPONSE**	**DESCRIPTION**	**USE**	**RELATED SOP**
HAZD	**2 Engines, 1 Ladder, 2 BCs,** **1 Medic Unit, DEP1, Air 9, SAFT2** **HazMat Group** E10, L1, A10, HAZ1, STAF10 **Decon Group** E27, L7, DECON1, A14	**Hazardous Materials, Decontamination**		730 606
HAZF	**5 Engines, 2 Ladders, 3 BCs, 1 Aid Car, 1 Medic Unit, DEP1, M44, SAFT2, DECON1, RIG Engine, RIG Ladder, Air 9,** **HazMat Group** **E10, L1, A10, HAZ1, STAF10** **Decon Group** **E27, L7, DECON1, A14**	**Hazardous Materials with Fire**		730

HAZMCI	**5 Engines, 2 Ladders, 2 BCs, 2 Aid Cars, 3 Medic Units, MCI1, DEP1, SAFT2, Air 9, M44, E21 or E35** **HazMat Group** E10, L1, A10, HAZ1, STAF10 **Decon Group** **E27, L7, DECON1, A14**	Hazardous Materials MCI	**Requires associated Chempak responses** ***(use CHEMP type code)***	735 605
HAZRAD	**1 Engine, Air 9, 1 BC** **HazMat Group** **E10, L1, A10, HAZ1, STAF10**	**Hazardous Materials Radiation**	**Radiation Detected**	734
HAZWHT	**1 Engine, 1 BC, Air 9** **HazMat Group** E10, L1, A10, HAZ1, STAF10	**Hazardous Materials Reduced Response**	**Use for White Powder reports or as HAZMAT reduced response**	733
HELPFF	**1 Chief, 1 Fire Unit, SPD**	HELP THE FIREFIGHTER		302

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
IAID	**1 Fire Unit, MSO, 1 BC, SAFT2**			

ILBURN-Y	**1 Fire Unit (Code Yellow)**	**Illegal Burn**		
IMED	**1 Fire Unit, 1 Medic Unit, MSO,** **1 BC, SAFT2**			
IMED7	**1 Fire Unit, 1 Unit, 1 Medic Unit, MSO, 1 BC, SAFT2**			
INVEOS-Y	**1 Fire Unit (Code Yellow)**	**Out of Service Investigation**		
LINK	**1 BC (to LCC 1263 6 Av S)**	**LINK Control Center (LCC)**		890
MARFIRES	**5 Engines, 2 Ladders, 2 BCs, 1 Aid Car, 1 Medic, Air 9, DEP1, M44, SAFT2, REHAB1, RIG Engine, RIG Ladder, STAF10, PATRL4** **Water RIG Group** **L7, A14, R1** **Marine Group** **E36, FIREBOAT, E5/FRB5, B7, MRN1**	**Marine Full Response on Shore**	**Fire in a marina, pier, boat, ship, or house boat and accessible from shore.**	740 613 1000

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
MARFIREW	**2 Engines, 1 Ladder, 1 BC, 1 Aid Car, 1 Medic, Air 9, DEP1, M44, SAFT2, REHAB1, RIG Engine, RIG Ladder STAF10, PATRL4** **Water RIG Group** **L7, A14, R1** **Marine Group** **E36, FIREBOAT, E5/FRB5, B7, MRN1**	**Marine Full Response on Water**	**Boat or ship fire on water; not accessible from shore at all.**	740 613 1000
MARSINKS	**1 Engine, 1 Ladder, 1 BC, DEP1, SAFT2, STAF10, PATRL4** **Water RIG Group** **L7, A14, R1** **Marine Group** **E36, FIREBOAT, E5/FRB5, B7, MRN1**	**Vessel Sinking on Shore**	**Boat or ship sinking and accessible from shore**	740 613 1000
MARSINKW	**1 Engine, 1 Ladder, 1 BC, DEP1, SAFT2, STAF10, PATRL4**	**Vessel Sinking on Water**	**Boat or ship sinking on the water; not accessible from shore at all.**	740 613 1000

	Water RIG Group **L7, A14, R1** **Marine Group** **E36, FIREBOAT, E5/FRB5, B7, MRN1**			
MARSERV	**PATRL4, FIREBOAT, E5/FRB5**	**Vessel Service Response**	**Service response for unit taking on water, mechanical issue, needs a tow.**	740 613 1000
MCI	**4 Engines, 2 Ladders, 2 BCs, 2 Aid Cars, 3 Medic Units, DEP1, SAFT2, M44, MCI1, E21 or E35, STAF10 & Air 9**	**Multiple Casualty Incident**		603
MED	**1 Unit, 1 Medic Unit**	**Medic Response**		
MED1	**1 Medic Unit**	**Single Medic Unit**		380
MED14	**2 Fire Units, 1 additional Unit,** **2 Medic Units, 1 BC, M44**	**MED14**		611
MED6	**1 Unit, 1 Fire Unit, 1 Medic Unit**	**MED6**		
MED7	**1 Fire Unit, 1 Unit, 1 Medic Unit**	**MED7**		
MEDF	**2 Engines, 1 Medic Unit**	**Medic Response Freeway**		840

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
MONOF	**5 Engines, 4 Ladders, 2 BCs,1 Aid Car, 1 Medic Unit, Air 9, DEP1,** **REHAB1, RIG Engine, RIG Ladder** **SAFT2, STAF10** **Technical Rescue Group** L7, A14, R1, B5	**Monorail Fire**		
MUAID	**1 Unit**	**Mutual Aid, Aid Response**		375
MUAIR	**AIR240/AIR260, 1 BC**	**Mutual Aid, Air Unit**		375
MUENG	**1 Engine and 1 BC**	**Mutual Aid, Engine**		375
MUHAZ	**1 Medic Unit, 1 BC, Air 9** *HazMat Group* E10, L1, A10, HAZ1, STAF10	**Mutual Aid, Hazmat**		375
MULAD	**1 Ladder and 1 BC**	**Mutual Aid, Ladder**		375
MUMAR	**1 Medic Unit , Air 9**	**Mutual Aid, Marine**		375

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
	Marine Group E36, FIREBOAT, E5, B7, MRN1			
MUMED	**1 Medic Unit**	**Mutual Aid Medic**		375
MUSTAL	**2 Medic Units & M44**	**Mutual Aid, ALS Strike Team**		375
MUSTBL	**5 Units, 1 BC and M44**	**Mutual Aid, BLS Strike Team**		375
MUSTE	**5 Units, 1 BC**			
MUSTL	**3 Ladders, 1 BC**	**Mutual Aid, Ladder Strike Team**		375
MUTF	**3 Engines, 1 Ladder, 1 BC**	**Mutual Aid, Structure Fire Task Force**		375
MUTFA	**2 Engines, 1 Ladder, 1 Medic, 1 BC**	**Mutual Aid, Aircraft Task Force**		375
MUTFBL	**2 Engines, 2 Aid Cars, M44, 1 BC**	**Mutual Aid, BLS Task Force**		375
MUTFTR	**1 Medic Unit** **Technical Rescue Group** **L7, A14, R1, B5**	**Confined Space, Water, Trench, Rope, or Heavy Rescue Mutual Aid Task Force**		375
MVI	**1 Unit**	**Motor Vehicle Incident**	*Formerly MVA*	

MVIF	**2 Engines, 1 Aid Car**	**Motor Vehicle Incident Freeway**	*Formerly MVAF*	840
MVIFM	**2 Engines, 1 Medic Unit, 1 Aid Car**	**Motor Vehicle Incident Freeway Medic**		
MVIM	**2 Units, 1 Medic Unit**	**Motor Vehicle Incident Medic**		840
NGL	**1 Engine, 1 Ladder, 1 BC**	**Natural Gas Leak**	**Broken line size less than 2” in diameter**	
NGLMJ	5 Engines, 2 Ladders, 2 BCs, DEP1, SAFT2, Medic Unit, Aid Car, Air 9 **HazMat Group** E10, L1, A10, HAZ1, STAF10	**Major Natural Gas Leak**	**Broken line 2” or more in diameter or smaller line that is endangering multi-family residential**	850
NGO	**1 Ladder**	**Natural Gas, Odor**		
ODOR-y	**1 Fire Unit (Code Yellow)**	**Odor, Unknown**		
PAASPD-Y	**1 Fire Unit , 1 BC (Code Yellow)**	**Public Assembly, Assist SPD**	**Overcrowding complaint from CD or SPD**	766

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
RECONMAR	**Fire Unit**	**Fire or Marine**	**Dispatch on all water responses to either incident location or caller location; E5, E36, L7 are NOT the Recon Unit. Page to Marine Group, Technical Rescue, PTRL4**	
RECONRES	**Fire Unit**	**Water Rescue**	**Dispatch on all water responses to either incident location or caller location; E5, E36, L7 are NOT the Recon Unit. Page to Marine Group, Technical Rescue, PTRL4**	
RESCAR	**2 Engines, 1 Ladder, 1 BC, 1 Medic Unit, 1 Aid Car, M44, SAFT2**	**Automobile Extrication**	**"One patient trapped inside, only one vehicle, that is on all four wheels"**	757
RESCS	**2 Engines, 1 Ladder, 1 BC, 1 Medic Unit, 1 Aid Car, Air 9, DEP1, SAFT2, STAF10, M44** **Confined Space Group** **E36, L7, B5, A14, R1, MRN1**	**Confined Space Rescue**		755
RESELV-Y	**1 Ladder (Code Yellow)**	**Elevator Rescue**		
TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP

TYPE CODE	STANDARD RESPONSE	DESCRIPTION	USE	RELATED SOP
RESHVY	**2 Engines, 1 Ladder, 1 BC, 1 Medic Unit, 1 Aid Car, DEP1, SAFT2, STAF10, M44** **Technical Rescue Group** L7, A14, R1, B5	**Heavy Rescue**	▪ **Victims are trapped in more than one vehicle** ▪ Victims are trapped under or are pinned by a vehicle ▪ **The vehicle is off the road or difficult to access** ▪ The vehicle is not on all four wheels ▪ **The extrication involves commercial type trucks, trains or heavy equipment** ▪ Vehicles crashed into buildings, **regardless of whether or not victims are trapped**, due to structural stability hazard. ▪ **Extrication situations that seem unusually complex**	757 758
RESICE	**1 Engine, E16, 1 BC, 1 Ladder, 1 Aid Car, 1 Medic Unit, DEP1, SAFT2, STAF10, M44, PTRL4** **Technical Rescue Group** L7, A14, R1, B5	**Ice Rescue**		756
RESLOC-Y	**1 Ladder (Code Yellow)**	**Lock In/Lock Out**		

RESMAJ	**5 Engines, 2 Ladders, 2 BCs, 1 Aid Car, 1 Medic Unit, Air 9, DEP1, SAFT2, STAF10, M44** **Technical Rescue Group** L7, A14, R1, B5	**Major Heavy Rescue**	**Any manpower intensive or unusually complex rescue incident. This includes *(but is not limited to)* building collapses, roof or floor collapses, train derailments, etc.**	758
RESROP	**2 Engines, 2 Ladders, 1 BC, 1 Medic Unit, 1 Aid Car, DEP1, SAFT2, STAF10, M44** **Technical Rescue Group** **L7, A14, R1, B5**	**Rope Rescue**		759
RESSBW	**1 Engine, 1 Medic Unit, PTRL4,** *Water RIG Group* **L7, A14, R1** **Marine Group** **E36, FIREBOAT, E5/FRB5, B7, MRN1**	**Rescue Standby, Water**	**Supports Law Enforcement in an advisory capacity or provides technical assistance.**	759
RESSBY	**1 Engine, 1 BC, 1 Medic Unit,** **L7, A14, R1,**	**Rescue Standby**	**For a high-angle trespasser or jumper**	759

RESTR	1 Engine, 1 Ladder, 1 BC, 1 Medic Unit, 1 Aid Car, Air 9, DEP1, SAFT2, STAF10, M44 Technical Rescue Group L7, A14, R1, B5	Trench Rescue		
RESWA	Fireboat, 2 Engines, 1 Ladder, 1 BC, 2 Medic Units, 1 Aid Car, M44, SAFT2, PTRL 4, B7, E5/FRB5 Technical Rescue Group L7, A14, R1, B5	Rescue, Salt or Freshwater	Rescue Incident in Body of Salt or Freshwater • 2 victims or less • small in scope • EXAMPLE: Overturned canoe, pleasure boat sinking, passenger car into body of salt or freshwater	740 756 613 1000
RESWAM	5 Engines, 2 Ladders, 1 BC, DEP1, 2 Medic Units, 1 Aid Car, M44, SAFT2, PTRL 4, STAF10 Technical Rescue Group L7, A14, R1, B5 Marine Group	Rescue, Salt or Freshwater MAJOR	MAJOR Rescue Incident in a Body of Salt or Freshwater • 3 victims or more • Large in scope • Complex Rescue Situation	740 756 613 1000

	E36, FIREBOAT, E5/FRB5, B7, MRN1		• EXAMPLE: Plane crash into Lake Union, pier collapse, bus or other large vehicle crashed into a body of salt or freshwater	
RMC	1 BC	Chief Officer to RMS	Initiate RMC Operations	
RUBBISH	1 Engine	Rubbish Fire, No Exposure		
SHED	1 Engine	Detached Shed Fire		
SOV14	2 Fire Units, 1 additional Unit, 1 Aid Unit , 2 Medic Units, 2 BC, M44, SAFT2	Scene of Violence MED14		365 611
SOV7	1 Fire Unit, 1 Aid Unit, 1 Medic Unit, 1 BC, M44	Scence of Violence MED7		365
SOVMC	4 Engines, 2 Ladders, 2 BCs, 2 Aid Cars, 3 Medic Units, DEP1, SAFT2, M44, MCI1, E21 or E35, STAF10 & Air 9	Scene of Violence Mass Casualty Incident		603
SPD	Call transfer to SPD	Transfer to SPD		385
SPDSBY-Y	1 Engine, M44, 1 BC (Code Yellow)	Standby with SPD	Bomb Threats, etc.	768
SPILL-Y	1 Fire Unit (Code Yellow)	Non-HazMat Spill/Leak		731

				725
TANKER	**3 Engines, 2 Ladders, 1 BC, 1 Medic Unit, 1 Aid Car, DEP1,** **HOSE WAGON, REHAB1, RIG Engine, RIG Ladder, SAFT2, STAF10, Air 9**	**Tanker Fire**		725 731
TEST	**Any**	**MIS Test**	**Testing CAD**	
TNKFRM	**5 Engines, 2 Ladders, 2 BCs, 1 Aid Car, 1 Medic Unit, Air 9, DEP1, M44, HOSE WAGON, DECON1, RIG Engine, RIG Ladder, SAFT2** **HazMat Group** E10, L1, A10, HAZ1, STAF10 **Decon Group** **E27, L7, DECON1, A14**	**Tank Farm**		725 731
TRAINF	**5 Engines, 2 Ladders, 2 BCs, 1 Aid Car, 1 Medic Unit, Air 9, DEP1, M44, HOSE WAGON, DECON1, RIG Engine, RIG Ladder, SAFT2** **HazMat Group** E10, L1, A10, HAZ1, STAF10	**Train Derailment with Fire and/or HazMat**		750

TRAINR	2 Engines, 1 Ladder, 1 BC, 1 Medic Unit	Reduced Response to Opposite End of Burlington Northern Tunnel	Must be used when any full response is sent to the Burlington Northern tunnel	860
TRANSF	1 Engine	Transformer Fire		
TUNAID	1 Aid Car, 1 Engine, 1 Ladder, 1 BC, SAFT4	Aid Response to Tunnel Under Construction	FOR TUNNELS UNDER CONSTRUCTION ONLY	775
TUNF	5 Engines, 2 Ladders, 1 BC, 1 Aid Car, 1 Medic Unit, DEP1, M44, SAFT2, REHAB1, RIG Engine, RIG Ladder, STAF10, Air 9 and MVU1 Tunnel Group L7, E36, E5, A14, R1, B5, MRN1	Fire in Tunnel Under Construction	FOR TUNNELS UNDER CONSTRUCTION ONLY	775
TUNMED	1 Aid Car,1 Engine, 1 Ladder, 1 Medic Unit , 1 BC	Medic Response to Tunnel Under Construction	FOR TUNNELS UNDER CONSTRUCTION ONLY	775
TUNRES	2 Engines, 1 Ladder, 1 BC, 1 Aid Car, 1 Medic Unit, DEP1, SAFT2, STAF10, M44, Air 9 and MVU1 Tunnel Group L7, E36, E5, A14, R1, B5, MRN1	Rescue in Tunnel Under Construction	FOR TUNNELS UNDER CONSTRUCTION ONLY	775
VAULT	4 Engines, 2 Ladder, 2 BC, 1 Aid Car, 1 Medic Unit, DEP 1, Air 9, SAFT2, STAF10, Vault Fire Group	Vault Fire	ELECTRICAL VAULT OR SUBSTATION FIRE	780 602
WATMI-Y	1 Ladder (Code Yellow)	Minor Water Job		

WATMJ	**2 Engines, 1 Ladder, 1 BC, SAFT2**	**Major Water Job**		
WIRES	**1 Fire Unit**	**Wires Down, Suspected Energized**		

IT Support Services for City Technology

Engineering and Operations

This division designs, implements, operates, and supports technology solutions and resources in accordance with city wide architecture and governance. Responsibilities for this division include:

- Primary communications networks that provide public safety and constituent access to and from City government; the telephone system, the data network, and Public Safety Radio System. Responsible for sustaining all three systems operating as close to 100% availability as possible 24 hours a day, seven days a week.
- Design, acquisition, installation, maintenance, repair and management of fiber optic cables on behalf of City departments and approximately 20 other local, state and federal agencies.
- Procurement requests, allocation, operation and maintenance of city wide and departmental servers, virtual enterprise computing and SAN storage environments for large scale mission critical applications in a secure, reliable, 24/7 production environment for enterprise computing.
- Allocation, operation and maintenance of enterprise level services like messaging services, web access, file sharing, user management and remote access solutions.
- Collaborate with Enterprise Architecture team to develop standards for information technology equipment and software.
- Service Desk and technical support services for City's computers, peripherals, electronic devices and mobile device management.
- Centralized IT asset management to include research, procurement request, surplus and asset transfer.
- Facility management for a reliable production computing environment to the City departments.
- Support for other enterprise services and tools.

Compute System Technologies

This team manages the operations and maintenance of computing infrastructure, including servers, storage, backup and recovery, and enterprise support systems (e.g., Active Directory, VPN, etc.). The team is also responsible for safeguarding systems and data by performing required security patches, updates, and backups to ensure systems operate at as close to 100% availability as possible 24x7. Units within this group include:

Systems Operations. The team is focused on delivering the computing environment across multiple departments. The team has technical expertise to design, integrate, and operate a secure, reliable computing environment. Key technologies include Windows, Solaris, IBM AIX, and Linux.

Enterprise Services. Enterprise Services (ES) are large scale infrastructure and application services used by the City of Seattle end user community. This includes both SaaS and NGDC hosted infrastructure and application services. The team is responsible for EA vendor management, system administration, upgrades and technical support. Key technologies includes Microsoft Active Directory (AD), Distributed File System (DFS), Exchange Online, Office 365 and SharePoint Online infrastructure.

Infrastructure Tools. The team provides a single focus for the design, planning, deployment and maintenance of standard enterprise infrastructure monitoring and management tools. This includes system performance (Solarwinds, SCOM), configuration management (SCCM, WSUS), and monitoring and system management (Trend Micro, CRM, Vipre).

Virtual and Data Infrastructure. This team engineers and operates reliable, flexible, performant virtualized Windows, UNIX and Linux platforms and their related technologies in direct support of critical business applications. Key technologies include Solaris, Unix, Linux, Windows, and vmWare, and the associated virtualization Nutanix, IBM LPAR, and Solaris hardware.

The team also engineers and operates reliable, flexible, performant storage and data protection solutions to host and protect critical business data of all types, leveraging SAN, NAS, object, and cloud technologies. Key technologies include Dell Compellent, Quantum, Hitachi, NetApp, Cloud storage, Brocade fiber channel switching, and Commvault.

Network And Communications Technologies

This team is responsible for designing, installing, operating, and maintaining data, voice, radio, fiber optic, and structured cabling infrastructure that integrates with other technologies to provide access to resources used by City departments and the public we serve. Units within this group include:

Network Engineering & Operations. The Network Services team engineers, operates and maintains the City's data network, including data center core networks, the internet perimeter, the network backbone, and local area networks that support systems and users across the City. This group designs, acquires, installs, maintains, repairs, and manages an enterprise data network that aligns with City architectures and standards. This group also participates in development of those standards and provides tier 2 and 3 end user support. This team supports technologies that include routing, switching, load balancing, enterprise Wi-Fi, DNS/DHCP/NTP, and network security (including firewalls, VPN appliances, certificate infrastructure, network access control, and web filtering.)

Telecommunication Engineering & Operations. The Telecommunications Services team engineers, operates, and maintains a highly-reliable enterprise telephone and contact center infrastructure. This group supports end user move and change activity and provides tier 2 and 3 support. The Telecommunication Services team acquires, installs, maintains, and repairs telecommunications equipment and manages commercial telephony circuits. It supports technologies that include VoIP, circuit-switched telephony, voice mail, contact center services (including call routing scripts), audio conference bridges, commercial telephony services, SONET, and WDM.

Radio & Communications Infrastructure. This team delivers radio services for public safety and other government departments. It provides extremely reliable infrastructure and support for end user mobile and portable radio equipment. The group installs and maintains communications equipment inside 911 dispatch centers and City vehicles, with primary support to SPD and SFD. The team also supports regional planning, maintenance, interoperability testing, and projects (including PSERN and Washington

OneNet) in partnership with other local, state, and federal agencies. This team also designs, acquires, installs, maintains, repairs, and manages in-building structured cabling systems and outside plant fiber optic and copper cable infrastructure for the City and approximately 20 external public agency partners. Technologies include trunked and conventional land mobile radio, microwave radio and other wireless communications systems (including point-to-multipoint and mesh networks,) distributed antenna systems, routing/MPLS, DS3/T1/DACS, outside plant cable infrastructure (including fiber and copper,) and structured cabling infrastructure.

End User Support

This team is responsible for providing a single point of contact for IT technical support, trouble ticket and service request resolution and referral services to other IT workgroups, and for communication for all changes, patches, upgrades and standards changes. The team is also responsible for providing technical support for the City's desktop computers, peripherals, electronic devices and mobile devices. Units within this group include:

Service Desk. The Service Desk team provides a single point of contact for Seattle IT services, promptly resolving incidents and service requests when first contacted whenever possible, escalating issues accurately and efficiently, and keeping users and partners aware of service status and changes.

Device Support. This team provides direct customer support for end user computing to all departments within the City and tier 2 escalation support and management of centralized end user computing applications and hardware. requests.

Device Engineering. This team engineers and deploys software packages for end user applications, device drivers, patches, security updates and custom packages as required. This team evaluates and recommends hardware and software for end user standards. In addition, this team provides tier 3 escalation support and management of centralized end user computing applications and hardware.

Asset Management. This team is responsible tracking and inventory controls for city wide IT assets including desktops, laptops, printers, servers, switches, and miscellaneous Information Technology infrastructure. In addition to inventory control, the team will be forecasting replacement cycles for equipment based on City standards to promote a stable computing environment.

IT Operations Support

The IT Operations Support team is responsible for management of Information Technology facilities (including data centers and communications equipment rooms), and installation and cabling equipment within those facilities. This team provides the enterprise Network Operations Center (NOC) that monitors alerts, performs initial incident analysis, dispatches tier 2 and 3 technical support, and provides initial incident communication for network infrastructure and computing systems managed by Engineering and Operations. Units within this group include:

Installation Management. This team installs networking and computing equipment in data centers, communications rooms and wiring closets; installs and maintains network cabling within data centers and equipment rooms according to City standards; and supports repair and end user move and change activity (including telephone move projects).

IT Operations Center. This team manages facilities which support City computing and communications services. This includes managing access to facilities, coordinating vendors, maintaining records (including data center inventory management), and, where applicable, monitoring facility systems (including CRUs, fire alarms, water detection sensors, UPS systems, and power consumption). This team also staffs the NOC that monitors alerts from network infrastructure and computing systems, performs initial problem analysis, dispatches appropriate tier 2 and 3 technical support team(s), and provides initial incident communication.

Application Services

This division designs, develops, integrates, implements, and supports application solutions in accordance with city wide architecture and governance. Its teams are organized to support business functions or service groups. The integration of application services will be completed gradually in 2017, with details of the organization and integration process still under development.

Applications

These teams will provide development and support for applications that include customer relationship management, billing, finance, human resources, work and asset management and records management.

Shared Platforms

These teams will provide development and support for applications that include engineering, spatial analysis, business intelligence, analytics, SharePoint Online and document management.

Cross Platform Services

These teams will provide support to application teams, including quality assurance, change control, database administration, integration services, and access management activities.

Seattle – TriTech Software Support Agreement

TriTech Software Systems
9860 Mesa Rim Road
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
Email: sales@tritech.com

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

SOFTWARE SUPPORT AGREEMENT

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SOFTWARE SUPPORT AGREEMENT

Client:	City of Seattle Seattle Fire Department
Address:	301 Second Avenue
City, State, Zip:	Seattle, WA
Phone, Fax:	(206) 386-1476
Contact Name:	Leonard Roberts, MIS Director

This Agreement is made by and between TriTech Software Systems, referred to as "TriTech", with offices at 9860 Mesa Rim Road, San Diego, California 92121 and Client named above, referred to as "Client".

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement dated ______________________, (the "Purchase Agreement");

B. WHEREAS, this Software Support Agreement is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 Term

The initial term of Software Support services provided under this Agreement shall begin at the end of the Warranty Period and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. On or before the expiration of the Warranty Period, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Agreement for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

3.0 Support Fee(s)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement shall be the amount specified in Addendum A hereto, payable without deduction or offset pursuant to TriTech's invoices, which shall be due and payable on receipt.

3.2 TriTech shall notify Client prior to the end of a support term of the Software Support fees for the next succeeding annual term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term. TriTech support fees shall be subject to change on an annual basis.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses.

3.4 If Client fails to renew Software Support for any renewal term by execution of the applicable Software Support Renewal Agreement and payment of the applicable Software Support fees, Software Support may be rendered by TriTech, at its discretion, on a time and material basis, at TriTech's then current rates for consulting and support plus expenses and Update license fees. If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 TELEPHONE SUPPORT

TriTech will provide Telephone Support service twenty-four (24) hours a day, seven (7) days a week as more fully described in Addendum B. Client will ensure that only personnel properly trained in the operation and usage of the TriTech Software will utilize the Telephone Support service.

5.0 SOFTWARE ERROR CORRECTION

If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall immediately notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will correct the Software Error(s) in accordance with Addendum B. Notwithstanding the foregoing, TriTech may, at its discretion, reasonably applied, correct Low Priority Software Errors (as that term is used in Addendum B), in a future Update to the TriTech Software. If TriTech is unable to reproduce the Software Error and it is necessary to travel to Client's site to reproduce it, Client shall pay TriTech's travel expenses incident to the on-site visit. If the reported problem is determined to have been caused by Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software, Client shall, in addition, pay TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

6.0 Software updates

From time to time at TriTech's discretion, Updates to the TriTech Software and Release Notes documenting the Updates will be developed and provided to Client. All Updates and their accompanying Release Notes shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0 Limitations

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current production version thereof that is offered to Client. If Client does not implement the most current production version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twenty-four (24) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party whether or not permitted hereunder.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for seeking approval for loading third party software on a CAD Workstation are set forth in paragraph 7.4 of this Agreement. As provided in said provision, software that is not provided by TriTech shall not be loaded on a CAD Server.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements specified in the TriTech Documentation, by failure of Client to provide and maintain the site and facility requirements described in the Purchase Agreement, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment listed in the Purchase Agreement.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up to date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the CAD System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software (but not client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the CAD system.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software, except where such software is used by City at TriTech's direction.

7.3.7 Problems in the TriTech Software are caused by lack of Year 2000 Compliance of hardware, firmware, software, data or other facilities manufactured, developed and/or otherwise provided by Client or third parties, including but not limited to Equipment, Subcontractor Software or Hardware, or System Software.

7.3.8 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time during any Software Support term, Client desires to load on a CAD Workstation any software not provided by TriTech, it shall, before loading such software, contact the TriTech Technical Services Department at the telephone numbers listed in Addendum B for purposes of seeking approval therefore. **Such action shall not constitute approval, express or implied, unless approval for the loading of specific software on a CAD Workstation has been provided to Client in writing by TriTech's Manager of Technical Services.** Client shall provide information about the software proposed to be loaded as requested by the Technical Services Department. **Until such specific written approval by TriTech's Manager of Technical Services is received, the software shall not be loaded on any CAD Workstation.** In no event will such software be loaded on a CAD Server. Approval by TriTech for the loading of such software on a CAD Workstation shall not constitute approval, express or implied, for loading such software on a CAD Server, or for loading other software on a CAD Workstation. Approval by TriTech pursuant to the foregoing shall not constitute any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Violation of this provision may seriously degrade the CAD System, shall void all warranties under the Purchase Agreement or Software Support obligations under this Agreement, and shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the CAD System, the TriTech Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

8.0 Equipment, subcontractor software and hardware, and system software

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as noted at section 13.4.1 therein for the Stratus ftServers™) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising from or relating to this Agreement or its breach. The term “Arbitrable Dispute” means any dispute, controversy or claim arising under or related to this Agreement.

10.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

10.3 If the negotiations described above do not resolve the Arbitrable Dispute within sixty (60) days of the initial written request, the Arbitrable Dispute shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association (the “Association”). If the Arbitrable Dispute is not completely resolved in such mediation, any remaining issues shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall (unless otherwise agreed by the parties) be held in the county of the principal place of business of the party against whom the demand for arbitration is filed. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the Arbitrable Dispute by issuing a reasoned decision. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. Notwithstanding anything to the contrary herein, the arbitrator shall have the power, concurrent with a court of competent jurisdiction, to award provisional relief such as a temporary restraining order or a preliminary injunction. The times specified in this Section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause.

10.4 The mediator and/or arbitrator shall be selected from the national panel of arbitrators of the American Arbitration Association with expertise in computer law and technology. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party’s last-known business address.

10.6 Each party shall bear its own costs of these procedures. A party seeking discovery permitted by the arbitrator shall reimburse the responding party the reasonable out-of-pocket cost of production of documents (to include search time and reproduction time costs). The parties shall initially equally share the administrative fees of the arbitration and the arbitrator's fees. The prevailing party shall be entitled to reimbursement of its share of said fees actually paid, as well as to an award of reasonable attorney fees.

10.7 THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND THEY HEREBY WAIVE SUCH RIGHT.

11.0 SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0 ENTIRE AGREEMENT

This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0 APPLICABLE LAW

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Washington without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

17.0 ASSIGNMENT

TriTech may assign this Agreement entirely in its discretion upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client: To TriTech:

City of Seattle
Seattle Fire Department
301 Second Avenue
Seattle, WA 98104
Attn: Leonard Roberts
MIS Director

TriTech Software Systems
9860 Mesa Rim Road
San Diego, Calif. 92121
Attn: Christopher D. Maloney,
President

And to:Deputy Chief of Communications
Seattle Fire Department
301 Second Avenue
Seattle, WA 98104

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

19.7 **THE PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.**

ADDENDUM A

SUPPORT FEES

Based on the following licenses, the initial annual support fee will be $151,380. Prior to the end of the Warranty Period, TriTech will forward an invoice to Client for the annual support fee. The initial support period will become effective at the end of the Warranty Period and continue for twelve (12) months thereafter. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

Software	Number of Licenses	Value
*VisiCAD Command (Fire/EMS) Database Server License	1	35,700
*VisiCAD Archive License	1	29,750
*VisiCAD Router License	1	17,850
*VisiCAD Facility Divert License	1	8,925
*VisiCAD MultiAssign License	1	5,950
*VisiCAD MapImport Utility License	1	31,357
*VisiCAD Disaster Server with Manual Failover License	1	23,8090
*VisiCAD Snapshot License (N/C for Support)	1	5,950
*VisiCAD Training License	1	5,950
*VisiCAD Test License	1	5,950
*Ground Timer Module License	1	5,950
*911 Simulator Module License	1	2,975
*SQL English Query	1	8,925
*Proxy Message Switch	1	71,400
*Call taker/Dispatcher Client Workstation License	8	133,280
*Supervisor Client Workstation (WebView) License	2	33,320
*CAD Remote Client Workstation License	1	82,110
Digital Voice Alerting/Announcement – Station Alert Interface	1	23,800
Records Management System Interface	1	59,500
Mobile Data System AVL Interface	1	121,400
Paging Interface	1	21,420
Positron Interface	1	14,280
EMD Interface	1	17,850

PSAP Net-PTT Interface	1	59,500
WebView Map View	1	53,550
Move Up Module	1	17,850

*These items are subject to sales tax (included in the support fees above).

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All Software Errors reported by Client employees shall be resolved as set forth below. Initial response by TriTech will be based upon the priority assigned by Client's supervisor of the CAD. Resolution response will be based upon the priority jointly agreed on by TriTech and Client. Client will specify a central contact person at each CAD site and a Client CAD coordinator who will be the focal point for all CAD activity.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech. The written report must be faxed to TriTech at (858) 799-7013. Telephone notification will be made to TriTech's VisiCAD support line at 1 (800) VisiCAD, 1 (888) VisiCAD, or (858) 799-7050.

(3) "Normal Technical Services Hours" are 5:30a.m. through 5:30p.m. (PT/PST), Monday through Friday, excluding holidays. "Normal TriTech Office Hours" are 8:30a.m. through 5:30p.m. (PT/PST), Monday through Friday, excluding holidays.

(4) The main support line will be answered by an automated attendant at all hours. The Client can either remain on the line or press 1 to transfer to the Technical Services Department. If a Technical Services representative is available, the call will be answered and handled immediately. If all representatives are busy, the Client will be given the option to leave a message or press 0 (zero) in the case of a Critical Priority Problem, as described below. In the case of Critical Priority Problems (as described below) the Client shall press zero. All other problem reports will operate on a call-back basis after leaving a message in the support voice mailbox.

(5) During Normal TriTech Office Hours, pressing zero will transfer the caller to the receptionist who will assist the Client. The receptionist will use these procedures to handle the call appropriately, including finding a Technical Services representative or other personnel to assist the Client.

(6) After Normal TriTech Office Hours, pressing zero will transfer the caller to our emergency answering service. When connected to the service, the Client shall provide the operator with his or her name, organization name, call-back number where the Technical Services representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

(7) During Normal Technical Services Hours, each Software Error report or enhancement request will be assigned an issue number. This number should be used for all subsequent inquiries relating to the original Software Error report. Problems reported after Normal Technical Services Hours will be logged and assigned an issue number the next business day.

(8) Clients shall provide TriTech with VPN access with a back-up modem (or alternatively, a dedicated ISDN line), a separate data quality telephone modem line and a dedicated voice line (in each case as specified by TriTech) to each physical area in which a Server or interface equipment is located to enable TriTech to access, diagnose, update or install a workaround to the system. Client shall additionally provide a voice telephone line located near such areas to allow simultaneous voice and data access.

(9) If the problem is not a Critical Priority Problem, TriTech will operate on a call-back basis. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

(10) Priorities and Support Response.

(a) Critical Priority

Hours of Availability:	24 hours a day, 7 days a week, 365 days a year.
Description:	A critical software error, which severely impacts the ability of Client to dispatch emergency vehicles. These Software Errors are:

Appendix J: CTO Notification of Surveillance Technology

Thank you for your department's efforts to comply with the new Surveillance Ordinance, including a review of your existing technologies to determine which may be subject to the Ordinance. I recognize this was a significant investment of time by your staff; their efforts are helping to build Council and public trust in how the City collects and uses data.

As required by the Ordinance (SMC 14.18.020.D), this is formal notice that the technologies listed below will require review and approval by City Council to remain in use. This list was determined through a process outlined in the Ordinance and was submitted at the end of last year for review to the Mayor's Office and City Council.

The first technology on the list below must be submitted for review by March 31, 2018, with one additional technology submitted for review at the end of each month after that. The City's Privacy Team has been tasked with assisting you and your staff with the completion of this process and has already begun working with your designated department team members to provide direction about the Surveillance Impact Report completion process.

Please let me know if you have any questions.

Thank you,

Michael Mattmiller
Chief Technology Officer

Technology	Description	Proposed Review Order
Emergency Scene Cameras	Photos at incidents (not retained after transmission per department policy) are collected as part of the investigation and documentation of emergency responses and may include photographs of identifiable individuals and property.	1
Hazmat Camera	This wireless system transmits pictures related to hazardous materials sites to document and identify clean up and management requirements.	2
Computer-Aided Dispatch	Computer-aided dispatch (CAD) is used to initiate public safety calls for service, dispatch, and to maintain the status of responding resources in the field. It is used by 911 dispatchers as well as by officers using mobile data terminals (MDTs) in the field. Use is opt-in, but individuals may enter personally-identifying information about third-parties without providing notice to those individuals.	3