



CITY OF
TUMWATER

**PUBLIC HEALTH & SAFETY COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Tuesday, May 12, 2026
4:00 PM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Health and Safety Committee, March 10, 2026
4. Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment (Fire Department)
5. Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties (Executive Department)
6. Interlocal Agreement with the Administrative Office of the Courts (Finance Department)
7. Traffic and Criminal Software (TraCS) Record Sharing Agreement with Washington State Patrol (Police Department)
8. Additional and Future Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/86326222446?pwd=rDnb1NMV4IxlKYluXCvNaDDJaqDrqY.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 863 2622 2446 and Passcode 657482.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

MEETING MINUTES

TUMWATER PUBLIC HEALTH & SAFETY COMMITTEE
March 10, 2026



CONVENE: 8:00 a.m.

PRESENT: Chair Kelly Von Holtz and Councilmember Brandon Weedon

Excused: Councilmember Meghan Sullivan

Staff: Acting Deputy Chief Kenneth Driver, Fire Chief Brian Hurley, Deputy Fire Chief Shawn Crimmins, City Attorney Karen Kirkpatrick, City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, Finance Director Troy Niemeyer, and Executive Assistant Erika Stone

APPROVAL OF MINUTES: Councilmember Weedon moved, seconded by Councilmember Von Holtz, to approve the minutes of February 10, 2026, as presented. A voice vote approved the motion.

TENTATIVE TUMWATER POLICE POLICY 539-BODY WORN CAMERA BRIEFING: Acting Deputy Chief Driver presented a tentative Tumwater Police Body Worn Camera policy 539. The draft policy was identified as a priority by the department, the Police Guild, and the City Council. The policy language was agreed upon by the Police Department and the Police Guild.

Councilmember Weedon had some concerns, but would address them in the Council Work Session on March 24, 2026.

MOTION: Councilmember Weedon moved, seconded by Councilmember Von Holtz, to place the Draft Tumwater Police Department Policy 539-Body Worn Cameras, on the Council Work Session for discussion on March 24, 2026.

MEMORANDUM OF UNDERSTANDING WITH THE TUMWATER SCHOOL DISTRICT REDUCTION OF SRO STAFFING:

Acting Deputy Chief Driver presented a Memorandum of Understanding with the Tumwater School District regarding a temporary reduction of a School Resource Officer (SRO) to address staffing shortages. Bringing the SRO back to patrol covers the department at minimum staff. They are still short one officer on each patrol team.

Councilmember Weedon had a question about whether this is taking funding away from the Police Department. Administrator Simmons addressed that the Tumwater School District will pay for half of the officer.

MOTION:

Councilmember Weedon moved, seconded by Councilmember Von Holtz, to place the Memorandum of Understanding with the Tumwater School District for a reduction of SRO staffing on the March 17, 2026, Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

INTERLOCAL AGREEMENT FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE WITH THE CITIES OF LACEY, OLYMPIA, AND THURSTON COUNTY:

Assistant Administrator Adams presented the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee with the cities of Lacey, Olympia and Thurston County. This agreement would pool funds to make a one-time infrastructure investment as a region and reassess needs in 2027. At prior Work Sessions in the fall of 2025, Council agreed to support pooling funds and confirmed their intent to pool 100% of the 2026-2027 funds with the cities of Lacey, Olympia and Thurston County.

MOTION:

Councilmember Weedon moved, seconded by Councilmember Von Holtz, to place the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee with the Cities of Lacey, Olympia and Thurston County on March 17, 2026, on the Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

COMMITTEE MEETING SCHEDULE:

Administrator Simmons brought forward future meeting schedules to accommodate Councilmember Sullivan. Councilmember Weedon suggested keeping it on Tuesdays and moving the time to 4:00 p.m.

MOTION: Councilmember Von Holtz moved, seconded by Councilmember Weedon to change the Public Health and Safety Committee meeting to the second Tuesday of the month at 4:00 p.m. A voice vote approved the motion unanimously.

ADJOURNMENT: With there being no further business, Chair Von Holtz adjourned the meeting at 8:20 a.m.

Prepared by Erika Stone, Executive Assistant

TO: Public Health & Safety Committee
 FROM: Brian Hurley, Fire Chief
 DATE: May 12, 2026
 SUBJECT: Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment

1) Recommended Action:

Place the Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment on the May 19, 2026 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Tumwater Fire Department provides Aircraft Rescue Firefighting services at the Olympia Regional Airport in partnership with the Port of Olympia. Communication between responding fire units, the control tower, and aircraft is critical when responding to an emergency. Special radios are needed since fire units typically operate on a different radio band than the control tower and aircraft. Under this agreement the Port will provide five portable radios for Tumwater Fire units.

3) Policy Support:

Focus Area: Health and Safety
 Goal Statement: Provide and sustain quality public safety services.

4) Alternatives:

None

5) Fiscal Notes:

None

6) Attachments:

A. MOU with the Port of Olympia for Aircraft Rescue Firefighting Radio Equipment

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CITY OF TUMWATER
AND
THE PORT OF OLYMPIA**

**FOR
AIRCRAFT RESCUE AND FIRE FIGHTING RADIO EQUIPMENT**

The City of Tumwater, a Washington municipal corporation (hereinafter “Tumwater”), and the Port of Olympia (hereinafter “Port”), both being parties to the Letter of Agreement (“LOA”) for Emergency Services between the Olympia Federal Aviation Administration (FAA) Contract Tower (ATCT), Tumwater Fire Department and Port of Olympia dated May 1, 2025, agree as follows:

1. In support of Tumwater’s provision of Aircraft Rescue and Fire Fighting (ARFF) services to the Olympia Regional Airport, the Port will provide to Tumwater radio equipment, as defined in Exhibit A, which is necessary for Tumwater to meet the purposes of the LOA.
2. Tumwater shall have the right to use the radio equipment provided by the Port for training and emergency response services in compliance with Port policies, ATCT LOA, and FAA regulations.
3. Tumwater shall be responsible for the maintenance and operation of the radio equipment and will reimburse the Port for, or replace, any radios, batteries, or accessories damaged or destroyed during the term of this MOU.
4. The term of this Agreement shall commence on May 1, 2026 and terminate on December 31, 2027. This Agreement may be extended or terminated upon mutual agreement between the parties.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date of the last signature hereon.

Attachment A

PORT OF OLYMPIA

CITY OF TUMWATER

Date: _____
Chris Paolini
Airport Senior Manager

Date: _____
Leatta Dahloff
Mayor

ATTEST

Melody Valiant, City Clerk Date

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney Date

EXHIBIT A

**AIRCRAFT RESCUE AND FIRE FIGHTING
RADIO EQUIPMENT**

Value of equipment at time of purchase (October 2025), including sales tax: \$1,209.44

| <u>Radios</u> | <u>Serial #</u> |
|-------------------------------------|-----------------|
| ICOM A16 VHF Airband Handheld Radio | 41024571 |
| ICOM A16 VHF Airband Handheld Radio | 41024577 |
| ICOM A16 VHF Airband Handheld Radio | 41024578 |
| ICOM A16 VHF Airband Handheld Radio | 41024579 |
| ICOM A16 VHF Airband Handheld Radio | 41024580 |

| <u>Accessories</u> | <u>Model #</u> |
|-----------------------|----------------|
| Antenna (5 each) | FA-B02AR |
| Battery Pack (5 each) | BP-280 |
| Charger (5 each) | BC-213 |
| AC Adapter (5 each) | BC-123SA |
| Belt Clip (5 each) | MB133 |

TO: Public Health & Safety Committee
FROM: Paul Simmons, City Administrator
DATE: May 12, 2026
SUBJECT: Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties

1) Recommended Action:

Place Ordinance No. O2026-015 amending Tumwater Municipal Code Section 2.10.040, Chief of police appointment/duties on the May 19, 2026, City Council considerations calendar with a recommendation to adopt.

2) Background:

Across Washington municipalities, governance models vary. A growing number of cities utilize a “mayor appoints, council confirms” structure for critical executive leadership positions, particularly for roles with significant public safety, fiscal, legal, and community impact. Requiring Council confirmation of the Chief of Police role ensures the appointment reflects both executive leadership as well as the legislative body representing the community. Using this model promotes increased transparency in the Chief of Police selection, broader community representation through elected Council participation, and allows for greater confidence in public safety leadership.

3) Policy Support:

City of Tumwater Mission, Vision, Values

The following recommendations supports the council priority of “Tumwater Excellence” to refine and sustain a great organization.

4) Alternatives:

Maintain current appointment structure.

5) Fiscal Notes:

None.

6) Attachments:

A. Ordinance 2026-015 TMC 2.10.040 Chief of Police appointment/duties.

ORDINANCE NO. O2026-015

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code Section 2.10.040, Chief of police appointment/duties, to provide for council confirmation as more particularly described herein.

WHEREAS, RCW 35A.12.020 provides the appointive officers shall be those provided for by ordinance and shall include a chief law enforcement officer; and

WHEREAS, RCW 35A.12.090 grants the mayor the power of appointment and removal of all appointive officers; and

WHEREAS, pursuant to RCW 35A.12.090 confirmation by the city council of appointments of officers and employees shall be required only when the city council by ordinance provides for confirmation of such appointments; and

WHEREAS, the city council now desires for the position of the chief of police to be appointed by the mayor and confirmed by a majority vote of the city council,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 2.10.040, Chief of police appointment/duties, of the Tumwater Municipal Code is hereby amended to read as follows:

2.10.040 Chief of police appointment/duties.

A. There is created the position of chief of police for the city. The chief of police shall be appointed by the mayor; Such appointment shall be subject to confirmation by a majority vote of the city council. ~~with such compensation~~ Compensation payable to the chief ~~as~~shall be established in each annual budget.

B. The chief of police shall have charge of the police department employees and shall perform those duties and have such responsibilities as are prescribed by law and as may be determined from time to time by the city administrator and/or mayor.

(Ord. O2011-002, Amended, 03/01/2011; Ord. O96-030, Amended, 10/15/1996; Ord. 1117, Amended, 07/07/1987; Ord. 247, Added, 07/07/1948)

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2026.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Ordinance No. O2026-015 - Page 2 of 2

TO: Public Health and Safety Committee
FROM: Troy Niemeyer, Finance Director
DATE: May 12, 2026
SUBJECT: Interlocal Agreement with the Administrative Office of the Courts

1) Recommended Action:

Place the interlocal agreement with the Administrative Office of the Courts on the May 19, 2026 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

We have a long-standing agreement with the Administrative Office of the Courts to have a secure connection to the Court software system (JIS) for the purposes of managing violations (tickets) written by the Tumwater Police Department. This is a renewal of our agreement.

3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

4) Alternatives:

n/a

5) Fiscal Notes:

Access and hardware are provided at no cost to the City.

6) Attachments:

A. Interlocal agreement.



WASHINGTON COURTS

INTERAGENCY AGREEMENT

AOC3060

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

CITY OF TUMWATER BY AND THROUGH ITS VIOLATION BUREAU

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and City of Tumwater by and through its Violation Bureau, referred to as "Bureau".

2. PURPOSE

The purpose of this Agreement is for AOC to provide the Bureau an internet connection and Virtual Private Network (VPN) router to connect the Bureau to the JIS Network and to the Internet.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Bureau, shall:

- a. Comply with applicable statutes and city/bureau rules regarding the use of state resources.
- b. Refrain from using the connection for personal purposes, except minimal use that is permitted if each of the following conditions are met:
 - i. There is little or no cost to the AOC.
 - ii. Any use is brief, occurs infrequently, and is the most effective use of time and/or resources.
 - iii. Use does not interfere with the performance of the user's official duties.
 - iv. Use does not disrupt or distract from the conduct of state business due to volume or frequency.

- v. Use does not disrupt other state employees and does not require them to make personal use of state resources.
- vi. Use does not compromise the security or integrity of state property, information or software.
- vii. Use does not compromise the security or integrity of the AOC.
- c. Refrain from activities that degrade or impair AOC computer system performance.
- d. Purchase, install, and maintain virus protection software.
- e. Refrain from use of video and audio streaming applications unless clearly required in the performance of job duties. AOC retains the right to define or restrict such activities if considered necessary.
- f. Be responsible for implementing firewall if AOC determines it to be necessary, since connection from Bureau to the Internet is not inside the AOC firewall.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 04/01/2026 and remain in force unless otherwise terminated using termination provisions listed under General Provisions (refer to section 11).

5. COMPENSATION

This is a **no-cost** agreement, unless otherwise amended.

AOC may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

If this Agreement becomes an agreement with associated costs, it shall follow standard invoice, billing and payment procedures as detailed in this section.

The Bureau will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Bureau for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3060
- VPN Number: VPN3407-Tumwater-V
- Bureau name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. AGREEMENT MANAGEMENT

The Program Manager and Bureau Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

| AOC Program Manager | Bureau Program Manager |
|--|--|
| <p>Noa Moe PO Box 41170 Olympia, WA 98504-1170 Noa.Moe@courts.wa.gov (360) 704-5556</p> | <p>Lance Inman 555 Israel Rd SW Tumwater, WA 98501-6515 linman@ci.tumwater.wa.us (360) 754-4190</p> |

8. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington’s Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

9. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

10. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstances, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

11. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit,

enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Bureau shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State

of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination. This clause may also be instated if Bureau dissolves, becomes absorbed and/or is merged with another entity.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Bureau through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Bureau. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Bureau a minimum of seven (7) calendar days before the suspension date. Bureau shall resume performance on the first business day following the suspension period unless

another day is specified in writing by AOC prior to the expiration of the suspension period.

- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

CITY OF TUMWATER BY AND THROUGH ITS VIOLATION BUREAU INTERNET AGREEMENTS

Signature

Date

Signature

Date

Veronica Diseth

Name

Name

Director Information Services Division/ CIO

Title

Title

TO: Public Health & Safety Committee
FROM: Carlos Quiles, Acting Police Chief
DATE: May 12, 2026
SUBJECT: Traffic and Criminal Software (TraCS) Record Sharing Agreement with Washington State Patrol

1) Recommended Action:

Place the Traffic and Criminal Software (TraCS) Record Sharing Agreement with the Washington State Patrol on the May 19, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The purpose of this agreement is to provide the City of Tumwater access to the Washington State Patrol's Traffic and Criminal Software (TraCS). The agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues.

This new software will replace the current traffic and criminal software currently being used by police agencies in Washington State.

3) Policy Support:

City of Tumwater - Mission, Vision & Values
Partnership - We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

Don't forward the Traffic and Criminal Software (TraCS) Record Sharing Agreement with the Washington State Patrol to the City Council meeting on May 19, 2026.

5) Fiscal Notes:

This is a non-financial Agreement and neither party can seek compensation from the other for work performed under this Agreement.

6) Attachments:

A. Traffic And Criminal Software (TraCS) Record Sharing Agreement Between Washington State Patrol And City of Tumwater

A

TRAFFIC AND CRIMINAL SOFTWARE (TraCS)
RECORD SHARING AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
City of Tumwater

This Agreement is made and entered into by and between the Washington State Patrol, hereinafter referred to as the WSP, and the City of Tumwater hereinafter referred to as the Agency (collectively referred to as "Party" or "Parties"). This Agreement is entered into under authority of the Revised Code of Washington 39.34 Interagency Agreements.

The Agency acknowledges that this document is provided in a secured PDF format and is not to be converted to other formats (including but not limited to Microsoft Word) for editing. Any changes made outside of the WSP review process will render the document null and void.

PURPOSE

The purpose of this Agreement is to provide the Agency listed above access to the WSP's Traffic and Criminal Software (TraCS). This Agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues. Agency is:

- A general authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington.
- A Washington Tribal Authority as defined in Section 10.92 of the Revised Code of Washington.
- A limited authority Washington law enforcement agency as defined in
- An Office of a Prosecuting Attorney as defined in Chapter 36.27 or Chapter 35A.11 of the Revised Code of Washington
- An "Animal care and control agency" as defined in Chapter 16.52.011(c) of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"AOC" means the Administrative Office of the Courts.

"Confidential Information" means Records as defined herein, or information specifically protected from release or disclosure by law under either [Chapter 42.56 RCW \(Public Records Act\)](#) or other state or federal statutes. Confidential Information includes, but is not limited to, information about public employees, lists of individuals for commercial purposes, information about the infrastructure and security of computer and telecommunication networks, and/or personally identifiable information as described herein.

"Record Steward": A Record Steward is a guardian of an organization's records, responsible for ensuring its quality, usability, security, and compliance with policies, acting as a bridge between user teams and business users to make Records trustworthy for decision-making.

"DOL" means the Department of Licensing.

"DUI" means Driving Under the Influence.

"eTRIP Committee" means the group comprised of the WTSC, WASPC, WSP, AOC, WSDOT and DOL traffic records governing entities.

"JINDEX" means Justice Information Network Data Exchange, an application managed by WaTech.

"LASA" means Local Agency System Administrator.



"NOCC" means Notice of Criminal Citation.

"NOI" means Notice of Infraction.

"Personally Identifiable Information (PII)" means information, Records, or a set of linked information that is identifiable to a specific person, including, but not limited to, information that relates to the person's name, health, finances, education, business, use or receipt of governmental services or other activities such as addresses, telephone numbers, social security numbers, driver's license numbers, email addresses, credit card information, law enforcement records, or other identifying information or Protected Health Information (PHI).

"PTCR" means Police Traffic Collision Reports.

"Records" means any paper, correspondence, completed form, bound record book, photograph, film, sound, or video recording, map drawing, machine-readable materials, electronic data (including email), compact disc, or other document, regardless of physical form or characteristics, and including copies thereof, that have been made by or received by any agency, company, or the State of Washington in connection with the transaction of public business, or the work of the department or its employees. For purposes of this Agreement, Records includes, without limitation source code, NOIs, NOCCs, PTCRs, DUI Arrest Reports, and other forms that are created, collected, or transmitted into the TraCS system and stored, and used by the Parties specific to the TraCS application as described herein.

"Research" means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

"Subcontractor" means one not in the employment of a Party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a Party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

"TraCS" means Traffic and Criminal Software.

"User" means any Agency Personnel that have TraCS User Accounts.

"WASPC" means the Washington Association of Sheriffs and Police Chiefs.

"WaTech" means Washington Technology Solutions.

"WSDOT" means the Washington State Department of Transportation.

"WSP" means the Washington State Patrol.

"WTSC" means the Washington Traffic Safety Commission.

2. Statement of Work

The Parties to this Agreement shall furnish the necessary personnel, equipment, material, or service(s) and otherwise do all things necessary for or incidental to the exchange of Records as set forth in *Attachment A (Statement of Work for Data Security Requirements)*.

3. Period of Performance

The period of performance shall commence on the date of the last signature and continue in full force and effect until superseded by a new agreement or terminated as provided herein.

4. Payment

This is a non-financial Agreement. In no event shall either Party seek compensation from the other Party for work performed under this Agreement.

5. Records Maintenance

Records in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Except as outlined in this Agreement or otherwise required by law, the receiving Party will not disclose or make available these Records to any third Party without first giving notice to the furnishing Party at least fifteen days in advance of the disclosure. Each Party will utilize reasonable security procedures and protections to ensure that the Records provided by the other Party are not erroneously disclosed to third parties.

6. Confidentiality

Except as set forth herein or otherwise required by law, the use or disclosure by either Party of any information concerning the other Party for purposes not directly connected with the administration of responsibilities for the services provided under this Agreement is prohibited. Each Party shall maintain all information which the other Party specifies in writing as Confidential Information to the extent consistent with Washington State or federal law. The Agency shall ensure that its employees and all others with access to the system adhere to this requirement.

6.1 Safeguarding of Confidential Information:

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal or Washington State law. Each Party agrees to comply with all applicable federal and state laws and regulations, as currently enacted or revised, regarding Records security, PII, and electronic interchange of Confidential Information.

Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Except as otherwise required by law, each Party shall ensure their directors, officers, employees, subcontractors, or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each Party and all other Authorized Users with access to the system agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons. Additional Authorized Users may be added to the system or may receive Records upon execution of a data sharing agreement between the Parties, the execution of which shall require WSP advanced approval. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

Each Party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the other Party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, "Salting." "Salting" is the act of introducing Records containing unique but false information that can be used later to identify inappropriate disclosure of Records.

Each Party shall notify the other Party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information. Each Party shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Party, whose Records have been subject to any unauthorized access, use, or disclosure, is financially responsible for notification of the unauthorized access, use, or disclosure. The details of the notification must be approved by both Parties. The reviewing Party shall approve or provide specific, actionable objections to the proposed notification within 48 hours of receipt, or approval shall be deemed granted. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of this Agreement.

Any unauthorized release of Confidential Information may result in termination of the Agreement, suspension of on-line access accounts, or the demand for return of all Confidential Information. Each Party warrants that its agents, employees, Authorized Users, or subcontractors are bound to all confidentiality and security obligations of this Agreement.

6.2 Release of Records to State Agencies

The WSP may release Records to the WTSC for carrying out the purpose, powers, and duties of the WTSC as defined in RCW 43.59. The WSP may release records to other state agencies with an authorized purpose for receiving records upon request. The WSP will maintain Records sharing agreements with external agencies receiving records governed by this Agreement.

6.3 Release of Records for Human Subjects Research

Release of Confidential Information for human subject research shall comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board.

7. Keep Washington Working / Immigration Law

Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this provision is to make clear that the Parties interpret this Agreement as consistent with Washington law, including RCW 10.93.160, and that the WSP and its personnel shall not engage in any acts prohibited by Washington law.

The Parties to this Agreement agree not to use or share any information obtained from the TraCS system, the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities prohibited by RCW 10.93.160 and/or WA Executive Order 17-01.

8. Directive 22-12 Reproductive Health Care Rights

This Directive prohibits cooperation or assistance with out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Neither the WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations, prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data (Record) sharing, communications dispatch, or any other agreement that shares resources and/or provides Records as described herein. The WSP shall not use or share WSP resources, Records, or Confidential Information or other information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

Therefore, to comply with Governor's directive 22-12 and applicable statutes, the Agency shall not use or share any Confidential Information and/or Records, with any third parties or to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order or judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this Agreement and shall be reported to a designated WSP official.

9. Records Retention Notification

WSP will notify Agency when Records owned by the Agency have met the WSP requirements for destruction. WSP will provide Agency 14 (fourteen) days to export any Records owned by the Agency before WSP submits a destruction request.

10. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall for all purposes continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. Personnel of either Party providing services under the terms of this Agreement shall be under the direct command and control of that Party's Chief or appropriate authority or designee and shall perform the duties required by this Agreement in a manner consistent with respective Party's policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the respective Party's Chief or appropriate authority or designee.

11. Agreement Alterations and Amendments

This Agreement may be amended or altered upon execution of a written mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

- 11.1 Changes to the points of contact information may be provided in writing by email to the other Party within 10 days of any such change and enter into a written amendment to memorialize such change.
- 11.2 Without need for written amendment, in its sole discretion, the WSP may require changes in Records formats, report forms and other business rules. The Agency will be notified when any changes or updates to these requirements occur, and the Agency shall comply with any such changes.
- 11.3 WSP shall advise the Agency of any changes to *Attachment C (eTRIP Committee Training)* within five (5) business days of the change taking effect, without need for written amendment.

12. Termination

Either Party may terminate this Agreement upon 30 days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement before the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. As an alternative to this process, either Party may request intervention by the Governor, as provided by [RCW 43.17.330](#), in which event the Governor's process will control.

14. Governance

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington, and any applicable federal laws and WSP policy. The provisions of this Agreement shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and rules;
2. The terms of this Agreement;
3. Statement of Work for Data Security Requirements (Attachment A);
4. WSP Policy; and
5. Any other provisions of the Agreement, including material incorporated by reference.

15. Assignment

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

16. Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment executed between the Parties.

17. Hold Harmless

To the extent allowable by law, each Party shall defend, protect, and hold harmless the other Party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that Party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

18. Subcontracting

Subcontractors are not allowed under this Agreement.

19. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

20. Termination of Access

Each Party may at its discretion disqualify an individual authorized by the other Party from gaining access to Records or Confidential Information. Termination of access of one individual by either Party does not affect other individuals authorized under this Agreement. The Party requiring disqualification shall notify the other Party of the disqualification within 48 business hours of the event.

21. Filing Requirements

This Agreement may be required to be filed with the Department of Enterprise Services pursuant to Chapter 39.26, 39.34.040, and 34.080 RCW. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing.

22. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington

23. Antidiscrimination - SB 5186

23.1 **Nondiscrimination Requirement.** During the term of this Agreement, Agency shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Agency shall give written notice of this nondiscrimination requirement to any labor organizations with which Agency has a collective bargaining or other agreement.

23.2 **Obligation to Cooperate.** Agency shall cooperate and comply with any Washington state agency investigation regarding any allegation that Agency has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

23.3 **Default.** Notwithstanding any provision to the contrary, WSP may suspend Agency upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSP receives notification that Agency is cooperating with the investigating state agency. In the event Agency is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSP may terminate this Agreement in whole or in part, and Agency may be referred for debarment as provided in RCW 39.26.200. Agency may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

24. Supplier Diversity

This Agreement is not subject to Subcontractor Payment Reporting.

25. Agency Contacts

The below-listed Contacts for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

| The Contacts for the Agency are: | The Contacts for the WSP are: |
|---|--|
| Carlos Quiles, Chief of Police <i>(Signing Authority Name)</i> <i>(Record Sharing Agreement Issues)</i> City of Tumwater 555 Israel Rd SW Tumwater, WA 98501 Phone: 360-754-4200 Email: cquiles@ci.tumwater.wa.us | Debra Peterman, TraCS Program Manager Washington State Patrol PO Box 42622 Olympia WA 98504-2622 Phone: 253-753-8285 Email: debbie.peterman@wsp.wa.gov Jamie Ralkey, TraCS Support Specialist <i>(Technical Issues and Change Requests)</i> Phone: 360-705-5999 Email: TraCS@wsp.wa.gov |

26. Public Disclosure

The Parties acknowledge that both Parties are subject to Chapter 42.56 RCW and that this Agreement shall be a public record as defined in the Public Records Act. Any specific information claimed by either Party to be proprietary information must be clearly identified as such. To the extent consistent with Chapter 42.56 RCW, the Parties shall maintain the confidentiality of all such information marked as proprietary information. If a public records request for a copy of this Agreement is received pursuant to Chapter 42.56 RCW, or if a public records request is received for Confidential Information, or other documentation related to the TraCS system, the receiving Party will give the furnishing Party ten days' written notice at the furnishing Party's last known address before releasing any documents that Party has marked as proprietary information. It is furnishing Party's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. To the extent allowable by law, the furnishing Party will indemnify, defend, and hold harmless the receiving Party for release of documents related to this contract as required by law. Nothing contained in this Section or any other portion of this Agreement affects or modifies either Party's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

If either Party receives a public records request under Chapter 42.56 RCW for any records containing information subject to this Agreement, the receiving Party agrees to notify the other Party's Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Section can be contacted at pubrecs@wsp.wa.gov.

The receiving Party must provide a copy of the records with proposed redactions to the furnishing Party within the time frame required by WSP Public Records Section. The furnishing Party will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the receiving Party's redactions, or request more time if needed. If the receiving Party disagrees with any of the furnishing Party's concerns or proposed changes, the receiving Party must notify the furnishing Party of that disagreement and provide them with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

27. Force Majeure

Neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the reasonable control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48)

hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the Party from performing in accordance with this contract. Rights Reserved: Either Party reserves the right to cancel the Agreement during the time of force majeure, and the other Party Agency shall have no recourse against the cancelling Party.

28. Electronic Signatures

A signed copy of this document or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document or such an ancillary document for all purposes. Approved signatures shall include wet ink scanned signatures, or certified electronic signatures. Uncertified electronic signatures are not considered valid signatures and shall not be accepted.

29. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Notwithstanding any provision to the contrary, in no event shall any unilateral documents such as "click-through agreements," software or web-based application terms and conditions, or any other unilateral agreement not specifically incorporated herein modify the terms and conditions of this Agreement.

Each party to this document, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this document and that its execution, delivery, and performance of this document has been fully authorized and approved, and no further approvals or consents are required to bind each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF WASHINGTON
City of Tumwater

STATE OF WASHINGTON
WASHINGTON STATE PATROL

| | | | |
|-----------------------|------|---|------|
| Signature | Date | Signature | Date |
| Name: Leatta Dahlhoff | | Name: Christopher Anderson | |
| Title: Mayor | | Title: Information Technology Division Commander | |

Attachment A:
Statement of Work for
Data Security Requirements

The Agency shall furnish the necessary personnel, equipment, material, or services and otherwise do all things necessary incidental to the performance of work as set forth below.

This Attachment A documents the security requirements for transferring, accessing, and protecting WSP's network, Records, or Confidential Information shared under the terms of this Agreement.

1. Description of Records

TraCS Records consist of three primary parts:

Part One: The TraCS Forms Manager is used by law enforcement officers and prosecutors across the State of Washington to collect Data and to create, print, and file electronically NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms.

Part Two: The TraCS Configuration Manager is used by Local Agency System Administrators (LASA) to manage Agency User Accounts

Part Three: All eTRIP Committee partner agency applications that receive and process Records collected on the NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms and all other TraCS Forms, current or future, either through TraCS (or on paper forms).

2. Agency Responsibilities

The Agency certifies that it operates computers to create or review NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms pursuant to federal, state, and local requirements using TraCS. Under this Agreement the responsibilities of the Agency are:

- a. The Agency shall designate LASA as the primary contact for TraCS and who will receive TraCS Administrator training. The LASA shall:
 - Document and submit recommendations for modification of TraCS via the change request process;
 - Manage the connection(s) needed to move Records between the TraCS application to the TraCS database;
 - Provide support for Agency Users and reviewers;
 - Update required Agency processes with the parameters of TraCS; and
 - Contact the WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- b. Agency support staff will install TraCS software on Agency-owned equipment. The Agency will not share the TraCS installation package with any third party not specifically bound by the confidentiality obligations of this Agreement.
- c. The Agency will adhere to the TraCS application standards for the computing environment as published by WSP and documented in the Agency application for use of the TraCS system. The Agency will make its electronic reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency equipment maintains current virus checking software. If the Agency equipment becomes infected, the Agency will take all necessary steps to remove the virus and ensure the virus is not transmitted to the TraCS server located at and maintained by the WSP.
- d. Agency Users and reviewers will send/transmit PTCRs, NOIs, and NOCCs electronic records regularly and promptly. All Agency Users and reviewers will adhere to the training program.

Attachment A:
Statement of Work for
Data Security Requirements

- e. The Agency will be responsible for all required hardware and software purchased for the Agency use of the TraCS application and the transmittal of electronic records to the WSP, including Agency personnel, operating, maintenance, and Records transmission costs. Any costs associated with the Agency interfacing with the TraCS database through JINDEX will be the responsibility of the Agency.

3. WSP Responsibilities

- a. The WSP will provide TraCS software to the Agency at no charge. Maintenance of the TraCS Client application is provided by a third-party vendor Technology Enterprise Group, Inc. (TEG) and the WSP, including maintaining TraCS baseline code, compliance with the business rules, Records formats, and standardized forms. The WSP will provide a secure environment for electronic Records, and retain these Records according to federal and state laws and regulations. The WSP will also provide the Agency with any evasive action required to protect the TraCS computing environment from significant risk.
- b. The WSP will create LASA accounts, train the LASA, and assist the LASA in administration of agency accounts.
- c. The WSP will provide a change request/control process via the ServiceNow application; coordinate change requests describing issues or enhancements through the eTRIP Committee; and provide notification of application modifications at least 30 days in advance of implementation, unless the change is required for immediate security or compliance purposes.
- d. The WSP will transmit NOIs and NOCCs to AOC, and transmit PTCRs to WSDOT and DOL via the JINDEX application.
- e. The WSP reserves the right to review and approve Agency equipment security measures and to suspend or withhold service if a security risk to the TraCS exists or if the Agency fails to correct a known security deficiency with a reasonable time. The WSP shall provide the Agency with written notice of the required correction and the reason for the suspension. Service will be restored upon correction of the security issue to the reasonable satisfaction of the WSP. This includes validation of current virus checking software packages.
- f. The WSP will provide system requirements to Agency during the application process and will answer questions when asked by the Agency regarding security and system requirements.
- g. The WSP will support eTRIP Committee sanctioned training.
- h. The WSP Information Technology Division Customer Services will provide first-level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the TraCS system. Agencies may call (360) 705-5999 to request support. This support is limited to resolutions for routine questions on the TraCS application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by the WSP/ITD/CSU will be escalated to the WSP/ITD/TraCS Support; this higher level of support is provided during regular business hours, Monday through Friday.

4. Use of Records

Except as otherwise outlined in this Agreement or required by law, the Records provided by either Party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Records shall not be duplicated or disclosed to any third except as authorized in Section 6.1 of the Agreement. Each Party shall not use the Records provided for any purpose not specifically authorized under this Agreement.

Attachment A:
Statement of Work for
Data Security Requirements

The Party to this Agreement that receives personal information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to [Executive Order 00-03](#).

5. Copyrights

For all purposes under Title 17 U.S.C., the State of Washington shall be the copyright owner of all copyrightable material which originates from this Agreement, including but not limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights. Notwithstanding the foregoing, Agency shall retain copyrights on all Agency owned copyrightable materials.

6. Security of Records

Each Party shall take due care to protect the shared Records from unauthorized physical and electronic access, as described in this Agreement, to ensure the Parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

7. Records Handling Requirements

The handling requirements and protective measures for (Restricted) Confidential Information or Records while in motion and at rest are as follows:

a. GENERAL ACCESS:

Access to the TraCS application is based on business need-to-know. It is explicitly authorized by the WSP Record owner to specific individuals.

b. Transmission of Records:

- i. Electronic file transfer— Secure file transfer (encrypted) required
- ii. Transmission by mail—Traceable delivery required (e.g., messenger, federal or commercial carrier, certified, return receipt mail)
- iii. Transmission by facsimile to a facility that is not secure is prohibited
- iv. Electronic Mail – Encrypted files/attached to email required
- v. Portable Storage Media, e.g., CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required

c. Print:

Store in a secured and lockable enclosure.

d. Copying:

Photocopying equipment use electronic storage devices to process the photocopied/ scanned images. Any electronic storage devices in the photocopying equipment must be either wiped or destroyed upon termination of this Agreement

e. Media Disposal:

- i. Printed materials (reports and documents): Destruction is required (recycling is prohibited). Crosscut shredding of printed material is approved. The use of certified, marked, and locked bins to hold printed material until it is shredded is appropriate.
- ii. Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard Data cleaning program and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.

f. Physical Security of Data (Records):

Access to areas containing the Data (Records) must be physically restricted. Records must be locked when left unattended.

Attachment A:
Statement of Work for
Data Security Requirements**g. Electronic Records at Rest:**

If there is a need for Records to be stored on any of the Recipient's devices, the Agency must assure unauthorized access cannot take place, including but not limited to session locks with password protection when the computer is on and left unattended. Records stored on non-WSP equipment must be encrypted utilizing FIPS 140-2 certified encryption software as required by Section J(iv) below.

h. Authentication of User Identity:

- i. Authentication from inside a WSP facility for the Agency staff to access internal LAN and computer systems requires User ID and password.
- ii. Authentication for the Agency staff from a location outside of a WSP facility requires strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.).

i. Records Recovery:

If either Party experiences loss of the Records or equipment obtained or maintained pursuant to this Agreement, that Party shall promptly provide written notification to the other Party's Contract Manager.

j. Systems Management:

The Agency shall ensure all systems, including portable systems, are maintained with all best security practices equal to WSP's including but not limited to:

- i. Install and maintain commercially available antivirus program
- ii. Maintain current levels of security patches on operating systems
- iii. Utilize firewalls
- iv. Utilize FIPS 140-2 certified encryption software with proper configurations
- v. Maintain physically secure areas for information systems
- vi. Monitor logs
- vii. Utilize an established incident plan
- viii. Report incidents involving WSP Data

Attachment B:
Data Classification and Method of Data Access

RECORDS CLASSIFICATION DECLARATION

Records described in this Data Sharing Agreement are assessed to be in the following confidentiality classification:

CONFIDENTIAL

A Data classification for Data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

RESTRICTED CONFIDENTIAL

A Data classification for the most sensitive medical and business Data within the agency. It is confidential (as defined above), however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees, or business partners.

METHOD OF RECORDS ACCESS

Method of Access/Transfer

The Data shall be provided by the WSP in the following format:

- Encrypted Data on CD-ROM
- Encrypted electronic mail
- Encrypted files/Data attached to electronic mail
- US or CMS mail
- Secure file transfer
- On-line application
- Network assessment
- Direct connection to the network –and security information to assure Client connectivity.
- Other:

Frequency of Records Exchange

- One time: Records shall be delivered by (date)
- Repetitive: frequency or dates
- As available

AUTHORIZED ACCESS TO RECORDS

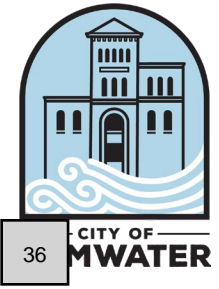
Access to the TraCS Records is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the Records available, the Agency shall notify all staff with access to the Records of the use and disclosure requirements.

Attachment C:
eTRIP Committee Training

1. TRAINING REQUIREMENTS

- a. Training courses conducted must be coordinated with the Washington Association of Sheriffs and Police Chiefs (WASPC) TraCS Training Coordinator.
- b. Each Agency User must attend a WASPC sponsored training course.
- c. WASPC will provide a course attendee list to the WSP for User account creation.

TRAFFIC AND CRIMINAL SOFTWARE (TraCS) RECORD SHARING AGREEMENT BETWEEN WASHINGTON STATE PATROL AND THE CITY OF TUMWATER



TraCS Data Sharing Agreement

The purpose of this agreement is to provide the City of Tumwater access to the Washington State Patrol's Traffic and Criminal Software (TraCS). The agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes record sharing and use practices, and the method for resolving technical issues.

This new software will replace the current traffic and criminal software currently being used by police agencies in Washington State.



TraCS

The TraCS software will replace the current software that officers use to issue criminal and traffic citations as well as complete collision reports.

Without this agreement, Tumwater Police Officer cannot use the software and would have to go back to handwritten citations, infractions and collision reports.



Fiscal Notes

This is a non-financial Agreement and neither party can seek compensation from the other for work performed under this Agreement.



Recomendation

Recommend the Software (TraCS) Record Sharing Agreement with the Washington State Patrol be placed on the May 19, 2026 City Council consent calendar to authorize the Mayor to sign.

