

# INTERAGENCY SERVICE AGREEMENT

## AzTraCS Use

Between  
Arizona Department of Transportation  
And  
Prescott Valley Police Department

ADOT Contract Number: DT-ITG-2015-003

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THIS AGREEMENT is entered into between the Arizona Department of Transportation (ADOT) and the Prescott Valley Police Department for the purpose of outlining responsibilities for the use of the software development toolkit, state standard data entry forms, GIS incident location tool and associated data files, central-site database schema, XML Electronic Incident Data Submission (EIDS) and all associated documentation / instructions (collectively hereinafter referred to as Arizona Traffic and Criminal Software, or AzTraCS).

WHEREAS, the Traffic and Criminal Software (TraCS) development toolkit is licensed by the Iowa Department of Transportation for ADOT to develop Arizona's custom safety data collection capabilities; which include crash, citation and other data entry forms (i.e., state standard data entry forms) for the electronic capture by and transfer of data from law enforcement agencies to ADOT and the courts. The licensing of TraCS is managed through the Governor's Office of Highway Safety and the Arizona Traffic Records Coordinating Committee, a multidisciplinary entity whose membership includes collectors, managers and users of traffic, crash, public health and injury control data;

WHEREAS, it is the intention of ADOT to provide AzTraCS to any law enforcement agency in Arizona free of charge, based on ADOT support staff availability and the AGENCY's ability to self-support;

WHEREAS, A.R.S. § 28-410 authorizes ADOT to enter into an agreement for the maintenance and support for computer software distributed to other agencies or political subdivisions of this state; and

WHEREAS, upon mutual agreement, ADOT and AGENCY agree to the terms and definitions described below and on the following pages for the use of AzTraCS, in whole or in part.

THEREFORE, ADOT and AGENCY agree as follows:

### SECTION I. TERMS OF AGREEMENT

1. ADOT agrees to provide the current version of AzTraCS to the AGENCY at no cost to the AGENCY.
2. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program, unless sooner terminated in accordance with the provisions of this Agreement.
3. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified

- except by an instrument in writing signed by a duly authorized representative of each of the parties.
4. Either party may terminate this Agreement for failure, by the other party, to perform the duties of the Agreement, following issuance of a fifteen day written, notification of default and a thirty day advance written notice of termination. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default, prior to issuance of the termination notice.
  5. Any Amendment to this Agreement shall be in writing and shall be signed by both parties.
  6. Pursuant to A.R.S. § 38-511, ADOT may cancel this Agreement without penalty or further obligation in the event any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOT is or becomes at any time while the Agreement or an extension or renewal of the Agreement is in effect an employee of or a consultant to any party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the AGENCY receives written notice of the cancellation unless the notice specifies a later time. ADOT may, by written notice to the AGENCY, immediately terminate this Agreement if ADOT determines that employment or a gratuity was offered or given by AGENCY or any agent or representative of AGENCY to any officer or employee of ADOT for the purpose of influencing the securing of the Agreement, an amendment of the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision regarding Agreement performance.
  7. AGENCY shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. AGENCY shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
  8. ADOT may cancel this Agreement without penalty or further obligation in the event adequate funding is no longer available from the AzTRCC or a replacement source. The cancellation shall be effective when AGENCY receives written notice of the cancellation unless the notice specifies a later time.
  9. In accordance with ARS § 28-410, AGENCY shall not distribute, license, lease or sell, whole or part, AzTraCS to any other entity.
  10. AGENCY agrees:
    - a. This agreement is only for the use of AzTraCS by the AGENCY. AzTraCS will not be distributed beyond the AGENCY nor will any part of AzTraCS be used with any other application software without prior written approval from ADOT.
    - b. To not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
    - c. To not introduce custom system enhancements during the AGENCY implementation.
    - d. To coordinate the use of AzTraCS with local courts.
    - e. To designate AGENCY contact(s) for: problem resolution, transmission issues, training (“train-the-trainer”); and to make appropriate personnel available for training.
    - f. To provide feedback to ADOT on request, including copies of all collected data and other essential data files. This data will only be used by ADOT for research,

testing, debugging and development purposes, and will not be released to the general public.

- g. To use the GIS incident location tool to locate crashes.
  - h. To participate in the electronic transfer of data, via the XML Electronic Incident Data Submission (EIDS) capabilities built into AzTraCS. This data will then be transferred to ADOT, AOC, etc. for processing.
  - i. To notify ADOT of any newly developed AGENCY forms and to share such forms with ADOT upon request.
  - j. To deploy the GIS incident location tool and data file updates, as well as any new AzTraCS software releases within 30 days of receipt.
  - k. To supply, configure, administer and provide first-line support for all hardware (such as laptops, server, barcode scanners, printers), central-site database and secure network connectivity enabling the use of AzTraCS and/or XML EIDS.
  - l. To manage, support and ensure security is properly implemented within AzTraCS.
  - m. To provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
  - n. To adhere to State data classification and handling policies and standards.
  - o. To maintain a current ADOT Data Access/Exchange Agreement.
11. ADOT agrees:
- a. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for state provided form enhancements or any component of AzTraCS shall be directed to ADOT. Any enhancement that requires funding will be the responsibility of the AGENCY to obtain the necessary financing. If the enhancement benefits multiple agencies, ADOT will assist in securing funding. No matter where funding comes from, ADOT and/or its contractors will make all changes to AzTraCS. Once AzTraCS begins statewide rollout, an AzTraCS steering committee, comprised of AzTraCS user agency representatives, shall be formed to prioritize AzTraCS enhancements, functionality requests, issues, etc.
  - b. To support the use of the AzTraCS system by offering one training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff designated to serve in the roles of system administrators, trainers, installers and supporters.
  - c. To provide limited telephone support to answer questions during the initial setup of AzTraCS. The support is not to exceed 3 hours per week Monday thru Friday and is limited to two designated persons within the AGENCY.
  - d. To provide training and installation documentation, an AzTraCS User Guide, an AzTraCS Technical Guide, and System Administration manual on a CD-ROM or in other electronic format.
  - e. To provide programming development, enhancements, deployment and ongoing support of AzTraCS.
  - f. To provide periodic updates of the electronic map data file used by the GIS incident location tool.
  - g. To provide software releases bug fixes and other updates on CD-ROM or in other electronic format. One CD will be provided to the designated contact within the AGENCY.
  - h. To support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.

12. Both parties agree:
- a. To maintain all parts of AzTraCS under their control. The portion of the system “under Agency control” includes:
    - The hardware and operating system associated with the in-vehicle equipment
    - The hardware, database and operating system associated with the central-site AzTraCS computer.
    - Backup & restoration of all system and crash data.“Maintenance” generally means support, upkeep, repair and periodic duplication or “back-up” of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the AGENCY determines any system trouble to be under state control, it will notify and work with the proper state representative.
  - b. To develop a process for forms development by Arizona agencies.
  - c. Representatives on the AzTraCS steering committee shall only be from agencies that have signed this agreement.
  - d. ADOT is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the Iowa TraCS development toolkit.

**SECTION II. AUTHORIZATION**

IN WITNESS THEREOF, the parties hereto agree to carry out the terms of this Agreement.

**Arizona Department of Transportation**

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Signature of Authorized Individual

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Doanh Bui  
Typed Name

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Chief Information Officer  
Title

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Date of Signature

**Agency**

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Signature of Authorized Individual

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Harvey Skoog  
Typed Name

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Mayor  
Title

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Date of Signature

**Approved as to form:**

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Signature of Authorized Individual

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Typed Name

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Title

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Date of Signature

**Attest:**

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Signature of Authorized Individual

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Typed Name

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Title

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Date of Signature

**POINTS of CONTACT**

**ADOT Primary:**  
 Tamara Price  
 Client Infrastructure Services Manager  
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**ADOT Secondary:**  
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