

INTERAGENCY SERVICE AGREEMENT

AzTraCS Use

Between

Arizona Department of Transportation

And

Lake Havasu City (Police Department)

ADOT Contract Number: DT-ITG-2021-008

THIS AGREEMENT is entered into between the Arizona Department of Transportation (ADOT) and the **Lake Havasu City (Police Department) (Agency)** for the purpose of outlining responsibilities for the use of the software, state standard data entry forms, 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) 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; and

WHEREAS, ADOT has entered into an agreement with the Iowa Department of Transportation (IDOT) for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"); and

WHEREAS, AGENCY is a governmental public safety agency within state of Arizona; and

WHEREAS, pursuant to the terms and conditions of the Master Agreement, ADOT desires to grant to AGENCY, and AGENCY desires to receive a non-exclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software; and

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; and

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

A. ADOT SHALL:

1. Grant to AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers owned by the AGENCY and used only by employees of the AGENCY.

2. Grant to the AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the "Licensed Mark") on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.
3. Provide the current version of AzTraCS to the AGENCY at no cost to the AGENCY.
4. Establish, once AzTraCS begins statewide rollout, an AzTraCS steering committee comprised of AzTraCS user agency representatives to prioritize AzTraCS enhancements, functionality and form requests, issues, etc. ADOT will not permit any representatives on the AzTraCS steering committee from agencies that have not signed an AzTraCS Use Agreement.
5. Provide limited support to answer questions during the initial setup of AzTraCS. The support is limited to two designated persons within the AGENCY and shall include:
 - a. Assisting AGENCY SME or IT to install and configure additional TraCS workstations.
 - b. Assisting AGENCY SME or IT to create initial users accounts.
 - c. Dedicated ADOT Assistance during "go-live" week.
6. 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.
7. Support the use of the AzTraCS system by offering one "train the trainer" type 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, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
8. 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.
9. Provide programming development, enhancements, deployment and ongoing support of AzTraCS.
 - a. Address those AzTraCS application issues that cannot be resolved by the Agency SME and the Town IT staff.
 - b. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support.
 - c. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - d. Support Issues will be addressed within:
 - i. 24 hours for issues impacting production environment.
 - ii. 5 business days for issues impacting test/development environment.
10. 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.
11. Support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.

12. Maintain all parts of AzTraCS under ADOT's control. "Maintenance" 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 ADOT control, it will notify and work with the proper ADOT representative.
13. Develop a process for forms development in conjunction with AGENCY.
14. Be the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of Iowa TraCS.

B. AGENCY SHALL:

1. Not distribute, license, lease or sell, whole or part, AzTraCS to any other entity. This agreement is only for the use of AzTraCS by the AGENCY.
2. Not use any part of AzTraCS with any other application software without prior written approval from ADOT.
3. Not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
4. Not introduce custom system enhancements during the AGENCY implementation phase.
5. Coordinate the use of AzTraCS with local courts.
6. Designate two AGENCY contacts (one sworn and one IT staff) for: problem resolution, transmission issues, training "train-the-trainer"); and to make appropriate personnel available for training.
7. 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.
8. 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.
9. Notify ADOT of any newly developed AGENCY forms and to share such forms with ADOT upon request.
10. Deploy data file updates, as well as any new AzTraCS software releases within 30 days of receipt.
11. Supply, configure, administer and provide first-line support for all hardware (such as laptops, server, barcode scanners and printers), central-site database and secure network connectivity enabling the use of AzTraCS and/or XML EIDS.
12. Manage, support and ensure security is properly implemented within AzTraCS.
13. Provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
14. Adhere to State data classification and handling policies and standards.

15. Maintain a current ADOT Data Access/Exchange Agreement.
16. Provide all necessary software and all necessary hardware including servers, workstations, laptops and peripherals prior to the start of the project.
17. Maintain all parts of AzTraCS under AGENCY's control. The portion of the system "under Agency control" includes:
 - a. The hardware and operating system associated with the in-vehicle equipment.
 - b. The hardware, database and operating system associated with the central- site AzTraCS computer.
 - c. Backup & restoration of all system and crash data."Maintenance" 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.
18. AGENCY shall provide a minimum of one sworn member and one IT staff to sit on the TraCS forms committee and attend quarterly user's group meetings.

C. EFFECTIVE DATE

1. 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.

D. AMENDMENT AND TERMINATION

1. 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.
2. Any Amendment to this Agreement shall be in writing and shall be signed by both parties.
3. 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.
 - a. This Sublicense automatically terminates at the termination of the Master Agreement between ADOT and IDOT. If automatic termination occurs, AGENCY will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").
 - b. At the end of the Phase Out Period, AGENCY shall immediately stop using the Licensed Software and promptly return to ADOT all copies of the Licensed Software or certify that all copies have been destroyed.
4. 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.

5. ADOT may cancel this Agreement without penalty or further obligation in the event adequate funding is no longer available. The cancellation shall be effective when AGENCY receives written notice of the cancellation unless the notice specifies a later time.

E. MISCELLANEOUS

1. The AGENCY acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the AGENCY for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary; AGENCY shall hold said Intellectual Property in confidence. Under no circumstances shall AGENCY, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. AGENCY shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.

2. The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

3. In no event shall the Iowa Department of Transportation or ADOT be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or AGENCY's use or inability to use the Licensed Software.

4. 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.

SECTION II. PROJECT IMPLEMENTATION

1. Phase 1 - Pre-Implementation Planning Meeting:
 - a. ADOT and AGENCY personnel (both sworn and IT) will hold a project kickoff meeting to:
 - i. Establish key roles and responsibilities
 - ii. Agency PM / ADOT PM
 - iii. Functional Leads Agency /ADOT
 - iv. Technical Leads Agency / ADOT
 - v. Process Refinement
 - vi. Analyze current process / system environments
 - vii. Establish user requirements
 - viii. Establish application requirements
 - ix. Establish Project Timeline

2. Phase 2 - Application Administration / SME Training:
 - a. The AGENCY SME and IT must review all AzTraCS Documentation to gain a general understanding of the platform, features and available configuration options.
 - b. The AGENCY SME and IT will gather user requirements and identify the AzTraCS user base.
 - c. The AGENCY IT will design the AzTraCS environment based on the AGENCY'S requirements.
 - d. ADOT IT will provide training on the AzTraCS Configuration Manager, ADOT Utilities and Database Administration.
3. Phase 3 - Installation / Initial Configuration:
 - a. The AGENCY IT will install and configure the database server for AzTraCS.
 - b. The AGENCY IT will install and configure the AzTraCS Master workstation.
 - c. The AGENCY IT will install and configure peripheral devices that they supply and desire to use (B/C scanners, printers, GPS, etc...)
 - d. The AGENCY IT will install and configure at least one AzTraCS regular workstation
 - e. The AGENCY IT will configure AzTraCS Transmission Utility interfaces to ADOT, AOC, and any other services required by the agency (RMS, etc...)
4. Phase 4 - Use Acceptance Testing (UAT):
 - a. The AGENCY IT and ADOT IT will participate in end-to-end testing of the AzTraCS configuration.
 - b. Both the AGENCY IT and ADOT IT will signoff that the AzTraCS system is configured properly and ready to proceed to the next phase.
5. Phase 5 – End User Training:
 - a. As referenced in #6 on page 4, ADOT will offer one “train the trainer” type 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, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
6. Phase 6 – Rollout:
 - a. ADOT IT will assist the AGENCY IT with the installation and configuration of additional TraCS workstations.
 - b. ADOT IT will assist the AGENCY IT or SME will create initial users accounts.
7. Phase 7 - Ongoing Support :
 - a. The AGENCY IT or the SME will manage user access (new users, change existing, etc...).
 - b. The AGENCY SME will provide first level support.
 - c. The AGENCY IT will provide second level support for issues not resolved by the SME.
 - d. The AGENCY IT or SME will then forward any unresolved AzTraCS Application issues to ADOT.
 - e. ADOT IT Support will:
 - i. Address those AzTraCS application issues that cannot be resolved by the AGENCY SME and IT staff.
 - ii. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support
 - iii. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - iv. Support Issues will be addressed within:
 1. 24 hours for issues impacting production environment
 2. 5 business days for issues impacting test/development environment

SECTION III. AUTHORIZATION

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

Arizona Department of Transportation

Signature of Authorized Individual

Steven L. West
Typed Name

Chief Information Officer
Title

Date of Signature

Approved as to form:

Signature of Authorized Individual

Typed Name

Title

Date of Signature

Agency

Signature of Authorized Individual

Jess Knudson
Typed Name

City Manager
Title

Date of Signature

Additional Required Signatory:

Signature of Authorized Individual

Dan Doyle
Typed Name

Police Chief
Title

Date of Signature

SECTION IV. POINTS OF CONTACT

ADOT Primary:

Tim Jordan
AzTraCS Project Coordinator
206 S. 17th Avenue, Suite 119
MD 119A
Phoenix, AZ 85007
Email: tjordan@azdot.gov
Phone: 602-712-7487

AGENCY Primary:

Troy Stirling
Captain
2360 McCulloch Blvd N.
Lake Havasu City, AZ 86403
928-680-5452
stirlingt@lhcaz.gov

ADOT Secondary:

Trey Crane
Crash Data Systems Manager
206 S. 17th Avenue, Suite 119
MD 119A
Phoenix, AZ 85007
Email: gcrane@azdot.gov
Phone: 520-838-2711

AGENCY Secondary: