

AzTraCS
USE AND DISSEMINATION AGREEMENT

Between

Arizona Department of Transportation

And

<Agency Name>

THIS AGREEMENT is entered into by and between the Arizona Department of Transportation (ADOT) and the installing AGENCY for the purpose of outlining responsibilities for the use and dissemination of the software program Arizona Traffic and Criminal Software and the Software Development Kit (collectively referred to as AzTraCS).

WHEREAS, the Traffic and Criminal Software software license is owned by the Iowa Department of Transportation and is licensed through the Arizona Traffic Records Coordinating Committee (AzTRCC), which is comprised of a multidisciplinary membership that includes managers, collectors and users of traffic records and public health and injury control data, for ADOT for the purpose of collecting transportation safety data.

WHEREAS, ADOT, the AzTRCC and the Department of Public Safety (DPS), working with the Governor's Office of Highway Safety (GOHS), the Administrative Office of the Courts (AOC) and other state and federal agencies, utilizing the Software Development Kit, has developed TraCS based crash, ticket and other forms specific to the State of Arizona for the electronic capture of report data in a mobile environment and electronic transfer of that data from agencies to ADOT and courts; thus, AzTraCS. ADOT and the courts have approved these forms for official use. Data standards for crash and ticket report data have been agreed to between agencies for the electronic transfer of data. ADOT has developed an infrastructure and a limited capacity for local support.

WHEREAS, it is the intention of ADOT to provide the AzTraCS software to any 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.

THEREFORE, ADOT and AGENCY agree as follows:

SECTION I. TERMS OF AGREEMENT

1. ADOT agrees to provide the current version of AzTraCS software (includes crash report and associated forms and GIS incident location tool) 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

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 Arizona Traffic Records Coordinating Committee 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, the AzTraCS software, ADOT Location Tool, SQL Server schemas of the ALISS database structure, code to load the standard XML file format into the ALISS database structure, or documentation/instructions referencing the XML Data Interface, to any other entity.
10. The AGENCY agrees:
 1. This agreement is only for the use of AzTraCS by the AGENCY. AzTraCS software will not be distributed beyond the AGENCY nor will the GIS incident location tool be used with any other application without written approval from ADOT.
 2. To not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
 3. To not introduce custom system enhancements during the AGENCY implementation.
 4. To coordinate the use of AzTraCS with local courts.

5. To designate AGENCY contact(s) for: problem resolution, transmission issues, training (“train-the-trainer”), and make appropriate personnel available for training.
 6. To provide feedback to ADOT on request, including copies of all collected data (ADVDATA.MDB) and other data files. This data will only be used for research, testing, and development purposes, and will not be released to the general public.
 7. To use the ADOT GIS location tool to locate crashes.
 8. To participate in the electronic transfer of data, via _____. This data will then be transferred to ADOT, AOC, etc. for processing.
 9. To notify ADOT of any modifications or new forms and to share any modified or newly developed forms with the ADOT upon request.
 10. To supply equipment for use with the AzTraCS system.
 11. To manage, support and ensure security is properly implemented within AzTraCS.
 12. To provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
 13. To adhere to State data encryption and decryption requirements.
 14. To maintain a current ADOT Database Access/Exchange Agreement.
11. ADOT agrees:
1. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, state developed form enhancements and routine change requests shall be directed to ADOT. Any enhancement that requires funding will be the responsibility of the AGENCY to obtain the necessary financing and if the enhancement benefits multiple agencies, then ADOT will attempt to also obtain funding. No matter where funding comes from, ADOT and /or its contractors will make all changes to state provided AzTraCS forms. 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.
 2. 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 the system administrators, trainers, installers and supporters of the system.
 3. To provide limited telephone support to answer questions during the initial setup and use 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.
 4. 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.
 5. To provide software releases free of charge, where appropriate, on CD-ROM or in other electronic format. One CD will be provided to the designated contact within the AGENCY.
 6. To support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.
12. Both parties agree:
1. To maintain all parts of the AzTraCS System 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 and operating system associated with the in-station AzTraCS computer.
 - Backup & restoration of all system and production ticket and/or accident report 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.

2. To develop a process for forms development by Arizona agencies.
3. Representatives on the AzTraCS steering committee shall only be from agencies that have signed this agreement.
4. ADOT is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the TraCS system.

SECTION II. AUTHORIZATION

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

Arizona Department of Transportation	Agency
_____ Signature of Authorized Individual	_____ Signature of Authorized Individual
_____ Typed Name and Title	_____ Typed Name and Title
_____ Typed Name and Title	_____ Typed Name and Title
_____ Date of Signature	_____ Date of Signature

POINTS of CONTACT

ADOT Primary:

Contact Name and Position
Section Name
Address
Phoenix, AZ 85007
Email Address:
Telephone: 602-712-NNNN
FAX: 602-712-NNNN

ADOT Secondary:

Contact Name and Position
Section Name
Email Address:
Telephone:
FAX:

<Agency Name> Primary:

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Agency Name Section Name
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City, AZ, Zip Code
Email Address:
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FAX: 602-712-NNNN

<Agency Name> Secondary:

Contact Name and Position
Section Name
Email Address:
Telephone: