

Brian Sandoval
Governor



Chris Perry
Director

Office of Traffic Safety

107 Jacobsen Way
Carson City, Nevada 89711-0525
Telephone (775) 684-7476 • Fax (775) 684-7482

RECEIVED

DEC 12 2011

POLICE DEPARTMENT
SPARKS, NEVADA

December 6, 2011

Mr. Karl Nieberlein
Spark's Police Department
1701 E. Prater Way
Sparks, NV 89434

RE: Proposed 2011 NCATS Modernization Brazos
Maintenance Interlocal Agreement

Dear Mr. Nieberlein:

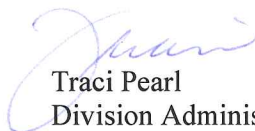
In the past OTS has had an Interlocal Agreement in place with all agencies that participate in the Nevada Citations and Accident Tracking System (NCATS), using the Crossroads, Inc. crash reporting software. The agreement has expired and Crossroads has been replaced with Brazos Technology.

I have enclosed the new Interlocal Agreement for the services provided by OTS and Brazos Technology to your agency for the NCATS project. Please review and return the executed agreement to OTS by December 31, 2011. OTS needs to have these agreements in place prior to the New Year and the release of the Crash Reporting section of the program, which will begin with the pilot agencies on January 9, 2012.

The agreement indicates that OTS agrees to pay for statewide development of the citation and crash reporting system, which incorporates agency specific configurations, and the yearly maintenance of Brazos' software on your agency's behalf, in exchange for traffic data submitted to NCATS from your agency. This Interlocal Agreement justifies the substantial outlay from OTS funds \$(1.8M) for the initial software development and statewide maintenance services. Without the agreement, OTS will be unable to pay your agency's portion of the software configuration and maintenance.

We greatly appreciate your agency's contribution to the statewide NCATS program and look forward to working with you on this valuable life-saving project, and to support the state's citation and crash records repository. Please obtain signatures on all copies enclosed, and **return all three copies** to OTS for finalization. A copy of the executed agreement will then be sent back to you for your records.

Sincerely,



Traci Pearl
Division Administrator

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety, Office of Traffic Safety
107 Jacobsen Way
Carson City, Nevada 89711
Phone: 775-684-7476
Fax: 775-684-7482

and

Sparks Police Department
1701 E. Prater Way
Sparks, NV 89434
Phone: 775-353-2220
Fax: 775-353-7834
(Hereinafter "Participating Agency")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This contract shall be effective upon approval, and shall continue, unless terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF COOPERATIVE ACTION

7. CONSIDERATION. The Participating Agency agrees to provide the services set forth in paragraph (6) at no cost to the other parties based on other good and valuable consideration, including, but not limited to, the services performed by each under this Contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control,

and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Sparks Police Department
Public Agency # 1

Sparks Police Department Signature Date

Title

Department of Public Safety, Office of Traffic Safety
Public Agency # 2

Traci Pearl Date

Administrator
Title

Mark Teska Date

Administrative Services Officer
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

Attachment AA
Scope of Cooperative Action
Between DPS/OTS and Participating Agencies

1. The Nevada Citation and Accident Tracking System (NCATS) is a cooperative statewide partnership of participating law enforcement and other traffic safety agencies ("Participating Agency") to collect large volumes of traffic crash and citation data for analysis by decision makers at all levels of traffic safety and roadway engineering interests at the public, local agency, state and federal level. The effort is guided by the Traffic Records Coordinating Committee (TRCC) made up of NCATS contributors and data users, chartered and managed by the Nevada Department of Public Safety, Office of Traffic Safety (DPS/OTS).
2. DPS/OTS has entered into a contract for services with the independent contractor Brazos Technology, Inc. (Vendor) separately (hereinafter referred to as "Brazos Contract") to provide software maintenance and training services for the eCrash/eCitation systems for public agencies participating in the TRCC and NCATS.
3. DPS/OTS agrees that the Participating Agency shall be one of the Nevada agencies designated to receive maintenance and training services as specified in the Brazos Contract. DPS/OTS agrees to pay the Vendor directly for these maintenance services and TRCC-approved enhancements to support the NCATS collision and citation reporting system at the Participating Agency as specified in the Brazos Contract.
4. DPS/OTS further agrees to provide staffing and management support for TRCC operations, meetings and reimbursable travel in support of the Participating Agency's participation in the TRCC. DPS/OTS shall determine eligibility of reimbursable travel. Travel expenses may only be reimbursed in conformance with procedures and rates allowed for state officers and employees.
5. DPS/OTS agrees to provide available grant opportunities and grant application and management assistance for the Participating Agency including local system upgrades and equipment as recommended by the TRCC and approved by DPS/OTS.
5. DPS/OTS agrees to provide the Participating Agency with TRCC-approved NCATS citation and crash system report training provided by the Vendor or DPS/OTS to the Participating Agency as specified in the Brazos Contract.
6. In return for the maintenance and services and training paid for by DPS/OTS, the Participating Agency agrees to the following:

A. The Participating Agency will allow DPS/OTS to transfer monthly (1st business day of the month) crash report and citation data stored in its local database to the NCATS Repository. The Participating Agency understands that the data transferred and maintained in NCATS is a replication of the data maintained in their local database, and the data may be modified to facilitate successful data analysis, without changing the Participating Agency's legacy data in the NCATS Repository.

B. The Participating Agency will submit copies of all remedial maintenance tickets, change requests and enhancements to the Vendor. The Vendor will provide these submissions to DPS/OTS for change control and contract monitoring purposes. All submissions will be evaluated and managed by the Change Control Board. The Change Control Board will be elected members from the TRCC. The Participating Agency will ensure that no maintenance, change or enhancement requests will result in the modification of the database schema such that modifications will inhibit the accurate transfer of data to the NCATS Repository.

C. Version Control: The Participating Agency agrees they will only accept versions of the software approved by TRCC and accepted by DPS/OTS. The Participating Agency further agrees it will accept and use current versions upon approval and acceptance.

D. The Participating Agency will submit as many crash reports through the use of electronic data transfer as possible. For those reports that will be submitted to the Nevada Department of Transportation through paper crash reporting means, the Participating Agency agrees that the data provided will be recorded only on approved statewide forms specifically approved by the TRCC. Through either submission method, the Participating Agency agrees to comply with NRS 484E.110 and the reporting requirements established therein.

E. If the Participating Agency stops submitting crash data/citations to NCATS, it will notify DPS/OTS immediately and software maintenance costs will be reimbursed by the Participating Agency to DPS/OTS for the period that the agency does not supply crash data/citations to NCATS.

F. The Participating Agency will make every effort to accurately record traffic accident information and keep its local database submissions to NCATS current within the requirements of NRS 484E.110.

1. Traffic Accident Record Requirements:

a. The Participating Agency must attempt street name verification and geocoding, as appropriate and available, for all

crash reports.

b. The Participating Agency must perform and is responsible for review of its records for data quality, accuracy and completeness of all crash reports and citations entered into NCATS.

c. The Participating Agency must make timely corrections of crash records that do not successfully pass data validation when attempting upload to NCATS and are returned to the Participating Agency for correction.

7. The Participating Agency agrees to support data quality training for line and supervisory staff submitting or reviewing crash reports, as promulgated by the TRCC. Data quality training is defined as review of crash data quality concepts, needs and uses for data in NCATS and the practical application of individual data elements on crash reporting forms. This training is limited to NCATS data quality needs and it does not include accident investigation techniques or local policy direction.

8. The Participating Agency agrees to comply with the Software License Agreement (SLA) and Maintenance Agreement (MA) incorporated in the Brazos Contract. Copies of the SLA and MA are available through DPS/OTS and may be requested by the Participating Agency.

9. If this Contract is terminated by the Participating Agency, the Participating Agency's software license(s) shall be surrendered to DPS/OTS.

10. If the Brazos Contract is terminated by either party thereto, all software licenses in use by the Participating Agency shall be surrendered to DPS/OTS.

11. Participating Agency acknowledges that any data in NCATS may be subject to public records request under NRS Chapter 239. Participating Agency acknowledges that DPS/OTS may be required and/or ordered to respond to a public records request which may include data from NCATS and DPS/OTS agrees to redact all confidential information as provided for in law, or as ordered by the court.