



TraCS
USE AND DISSEMINATION AGREEMENT
Between
TraCS Steering Committee / Department of Public Safety
and
_____, herein after referred to as “Lead Agency”

WHEREAS:

TraCS Steering Committee and Department of Public Safety (DPS), working with the State of Alaska Department of Motor Vehicles (DMV), the Department of Transportation (DOT), the Alaska Court System and other state and federal agencies, has developed a system for the electronic capture of ticket and accident report data in a police vehicle environment and the electronic transfer of that data from law enforcement agencies to DMV and courts. The system is called TraCS (Traffic and Criminal Software). Ticket and accident report forms have been developed and other law enforcement forms are planned for the future. DMV and the courts have approved these forms for official use. Data standards for ticket and accident report data have been agreed to between agencies for the electronic transfer of data. DPS has developed an infrastructure and a limited capacity for local support.

It is the intention of the TraCS Steering Committee to provide the TraCS software to any police agency in Alaska free of charge, based on DPS support staff availability and the Lead Agency’s ability to self-support.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. DPS agrees to provide the current version of TraCS software (includes ticket, accident report and associated forms) to the Lead Agency at no cost to the Lead 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. Each agency agrees:
Maintenance
To maintain all parts of the TraCS 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 TraCS



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 Lead Agency will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the Lead Agency determines any system trouble to be under DPS control, it will notify and work with the proper DPS representative.

5. The Lead Agency agrees:

1. This agreement is only for the use of TraCS by police agencies in the Lead Agency’s realm of support/authority. TraCS software will not be distributed beyond the agency without written approval from the TraCS Steering Committee.
2. To provide management control over the TraCS System the in Lead Agency’s realm of support/authority. Management control means the authority to set and enforce (1) priorities; (2) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit data; (3) the supervision of equipment and operating procedures necessary for the use of the TraCS system.
3. To abide by the provisions of the TraCS Users Agreement included in Appendix A.
4. To train and support all police agencies in the Lead Agency’s realm of support/authority herein now known as the “Dependant Agency.”
5. Provide installation, training and help desk support for the TraCS system within the Lead Agency’s realm of support/authority.
6. To not alter the form(s) and TraCS database in any way without express written approval from the TraCS Steering Committee and DPS.
7. To not introduce custom system enhancements during the Lead Agency implementation.
8. To support reports, queries, ticket logs and any other analysis of the ticket data.
9. The TraCS system will be used for data entry and the electronic transfer of ticket data to DMV, DOT and the courts and the printing of ticket forms where courts are not yet online to receive electronic data.
10. Whereas a court is not yet able to accept electronic ticket data, to be responsible for printing and forwarding ticket copies to the appropriate courts not yet ready to receive electronic data.
11. To manage, support and ensure security is properly implemented within TraCS.



6. TraCS Steering Committee and DPS agrees:

1. To support the use of the TraCS system by offering one training session, which will be held at an agreed upon site. This will be an in-depth, technical training session, which should be attended by members of the Lead Agency staff designated to serve in the roles of the system administrators, trainers, installers and supporters of the system.
2. To provide limited telephone support to answer questions during the initial setup and use of TraCS will be provided by DPS. The support is not to exceed 3 hours per week Monday thru Friday and is limited to two designated persons within the Lead Agency. If the Lead Agency provides support to their Dependant Agencies within a region, then only the Lead Agency is authorized to call the DPS help desk for support on behalf of all other agencies within that region.
3. To provide training and installation documentation, a TraCS User Guide, a TraCS Technical Guide, sample ticket and accident “quick guides” (for Lead Agency to duplicate and disperse) and System Administration manual on a CD-ROM.
4. To provide software releases free of charge, where appropriate, in CD-ROM format. One CD will be provided to the designated contact within the Lead Agency. Distribution and installation of all software releases to the Dependant Agencies within the Lead Agency’s region will be the responsibility of the Lead Agency.
5. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, form enhancements and routine change requests such as court address changes shall be directed to the TraCS Steering Committee. Any enhancement that requires funding will be the responsibility of the TraCS Steering Committee to obtain the necessary financing if the enhancement benefits multiple agencies. No matter where funding comes from, TraCS Steering Committee, DPS or its contractors will make all changes to TraCS.
6. Whereas each agency will have the opportunity to participate in the electronic transfer of data, via the DPS infrastructure this data will then be transferred to DOT, DMV, Courts, etc. for processing.

7. Both parties agree:

1. To develop a process for forms development by TraCS Steering Committee and TraCS Agencies.
2. Representatives on the TraCS steering committee shall only be from agencies that have signed this agreement.

IN WITNESS WHEREOF, the Lead Agency and the TraCS Steering Committee/DPS have executed this Agreement:



TraCS Steering Committee Representative

By: _____ (signed name and title)

(Printed name and title) _____

DPS Representative

By: _____ (signed name and title)

(Printed name and title) _____

Lead Agency Representative

Lead Agency: _____

By: _____ (signed name and title)

(Printed name and title) _____

Attachment: Appendix A - TraCS Users Agreement between the State of Alaska and Iowa Department of Transportation