



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** December 16, 2021

**Staff Contact:** Sheriff Ken Furlong

**Agenda Title:** For Possible Action: Discussion and possible action regarding an interlocal agreement ("Agreement") between Carson City, on behalf of the Carson City Sheriff's Office ("CCSO"), and the State of Nevada, on behalf of the Office of Traffic Study within the Department of Public Safety ("DPS"), with a term ending September 30, 2024, to participate in the Nevada Crash Data Repository ("NCDR") without cost to the City. (Sheriff Furlong, kfurlong@carson.org; Jerome Tushbant, jtushbant@carson.org)

Staff Summary: The NCDR collects traffic crash and citation data from participating agencies for analysis by traffic safety and engineering decision makers. DPS has a separate contract with Tyler Technologies, Inc. to provide and maintain software for the NCDR data ("Brazos Contract"). The Agreement requires the CCSO to use that software, but also requires DPS to pay for CCSO's access to that software, as well as related maintenance and training. The CCSO currently provides NCDR data to DPS through a similar system, and the Agreement will maintain the status quo, at no cost.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the Agreement as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

N/A

### **Background/Issues & Analysis**

DPS contacted CCSO recently to advise that it required a new interlocal agreement for the NCDR data-sharing system because of new mandates created by the Nevada Legislature in 2021 through the passage of Senate Bill 236 and Assembly Bill 116, as well as changes to the existing NCDR system. Per DPS, the Agreement must be returned by December 31, 2021. The Agreement itself does not require any expenditure from the City, and the Agreement is not anticipated to have any collateral fiscal impact on the City.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.180

### **Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

**Alternatives**

Do not approve the Agreement and provide alternative direction.

**Attachments:**

[Tyler Tech \(Brazos\) Interlocal Template 07\\_2021 \(Final\).pdf](#)

[OTS Tyler Tech \(Brazos\) Interlocal Template -Attachment A 202103 & Ex A.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

CETS #:	
Agency Reference #:	

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting by and through its

Public Entity #1:	<b>Department of Public Safety, Office of Traffic Safety</b>
Address:	<b>107 Jacobson Way, Bldg. B</b>
City, State, Zip Code:	<b>Carson City, Nevada 89711</b>
Contact:	<b>Amy Davey, Division Administrator</b>
Phone:	<b>775-684-7476</b>
Fax:	
Email:	<a href="mailto:amy.davey@dps.state.nv.us">amy.davey@dps.state.nv.us</a>

Public Entity #2:	<b>Carson City, on behalf of the Carson City Sheriff's Office</b>
Address:	<b>911 E Musser Street</b>
City, State, Zip Code:	<b>Carson City, NV 89701</b>
Contact:	<b>Jerome Tushbant</b>
Phone:	<b>775-283-7802</b>
Fax:	
Email:	<a href="mailto:jtushbant@carson.org">jtushbant@carson.org</a>

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 and Carson City.

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**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 <sup>st</sup> and ending June 30 <sup>th</sup> of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

<b>CETS #:</b>	
<b>Agency Reference #:</b>	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon Approval	To:	9/30/2024 (End date of current Tyler Contract)
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** 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 communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF COOPERATIVE ACTION
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

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 in the 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 document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal 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 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.



<b>CETS #:</b>	
<b>Agency Reference #:</b>	

- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
  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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
  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, acts of public enemy, acts of terrorism, 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 constructed 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 non-enforceability 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 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.

<b>CETS #:</b>	
<b>Agency Reference #:</b>	

21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 *Section 6, Incorporated Documents*.
23. **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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as 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 Office of the Attorney General.

<b>CETS #:</b>	
<b>Agency Reference #:</b>	

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

\_\_\_\_\_  
Lori Bagwell Date

\_\_\_\_\_  
Mayor, Carson City

Approved as to form by:

\_\_\_\_\_  
Deputy District Attorney for Carson City

On: \_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Davey Date

\_\_\_\_\_  
Administrator, Office of Traffic Safety

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: \_\_\_\_\_  
Date

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

1. The Nevada Crash Data Repository (NCDR) 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 NCDR 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 Tyler Technologies, 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 NCDR.
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 NCDR 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 and the Brazos Working Group (subcommittee), hereafter referred to as the BWG, meetings and reimbursable travel in support of the Participating Agency's participation. 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.
6. DPS/OTS agrees to provide the Participating Agency with TRCC-approved NCDR citation and crash system report training provided by the Vendor or DPS/OTS to the Participating Agency as specified in the Brazos Contract.
7. 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 crash report and citation data stored on the Nevada servers housed by Tyler Technologies to NCDR and the Electronic Data Transfer (EDT) for the Fatality Analysis Reporting System (FARS). The Participating Agency understands that the data transferred and maintained in NCDR is a replication of the data, and the data may be modified to facilitate successful data analysis, without changing the Participating Agency's legacy data in NCDR.

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 approval, change control and contract monitoring purposes. Any approved change request or enhancement must be at no cost to DPS/OTS. 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 NCDR.

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 crash reports through the use of electronic data transfer. The Participating Agency agrees to comply with NRS 484E.110 and the reporting requirements established therein.

E. The Participating Agency agrees that should it elect to secure an independent vendor to transfer electronic data that it will be responsible for the costs to provide data in a readable format and in compliance with the requirements of the NCDR. The Participating Agency further recognizes that a list of approved hardware platforms is available from the DPS/OTS, Traffic Records Manager and the Tyler/ Brazos Contract Manager. It is further understood that the list of approved hardware may change. Those Participating Agencies currently operating with currently authorized platforms will be permitted to utilize those platforms through the duration of their functional lifespan, or until they are technologically unable to operate on the system as designed. The Participating Agency agrees that should it elect to utilize non-preferred platforms, it will be responsible for any and all charges related to the certification of their non-preferred platform on the system, any charges incurred for the updating the non-preferred platform for use on the system due to subsequent changes within the system, and the maintenance of those platforms without support of their non-preferred platforms by the state. The Participating Agency is responsible to update its non-preferred platforms to any new system changes within a time to be

specified by the state at the time of announcement by the state of the update(s).

F. If the Participating Agency stops submitting crash data/citations to NCDR, it will notify DPS/OTS immediately and software maintenance costs will be reimbursed on a pro rata basis, by the Participating Agency to DPS/OTS for the period that the agency does not supply crash data/citations to NCDR.

G. The Participating Agency will make every effort to accurately record traffic crash information and submit to NCDR within the requirements of NRS 484E.110.

1. Traffic Crash Record Requirements:

- a. The Participating Agency must attempt street name verification and/or 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 based on current crash report standards in compliance with the current Nevada Form 5 reporting form (Brazos Crash Software Entry Form), and all citations entered into the NCDR.
- c. The Participating Agency must make timely corrections of crash records that do not successfully pass data validation when attempting upload to NCDR or EDT and are returned to the Participating Agency for correction. Any crash records found to contain incorrect information or any requests for correction must be also made and resubmitted for approval.

8. 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 NCDR and the practical application of individual data elements on crash reporting forms. This training is limited to NCDR data quality needs and it does not include accident investigation techniques or local policy direction.

9. The Participating Agency agrees to comply with the Software License Agreement (SLA) and Maintenance Agreement (MA) incorporated in the Brazos Contract, see EXHIBIT A, following this document.

10. If this Contract is terminated by the Participating Agency, the Participating Agency will supply a 30-day written notice to DPS/OTS. Upon completion of the notice period, the Participating Agency's software license(s) shall be surrendered to DPS/OTS.

11. 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.

12. Participating Agency acknowledges that any data in NCDR 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 NCDR. DPS/OTS agrees to redact all confidential information as provided for in law, or as ordered by the court.

13. Brazos data may contain criminal justice information and personally identifiable information. Under this agreement, compliance with all Nevada Criminal Justice Information Systems (NCJIS) and Federal Criminal Justice Information Services (CJIS) requirements, and security of personally identifiable information is the sole responsibility of the undersigned agency/entity.

## **EXHIBIT A**

## **EXHIBIT A**



CETS #:	23637
Solicitation #:	RFP#65DPS-S1173

### AMENDMENT #01

## TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Department of Public Safety/office of Traffic Safety
Address:	107 Jacobson Way, Bldg. B
City, State, Zip Code:	Carson City, NV 89711-0001
Contact:	Amy Davey, Division Administrator
Phone:	775-684-7476
Fax:	
Email:	<a href="mailto:amy.davey@dps.state.nv.us">amy.davey@dps.state.nv.us</a>

Contractor Name:	Tyler Technologies, Inc.
Address:	5101 Tennyson Pkwy.
City, State, Zip Code:	Plano, TX 75024
Contact:	Mike McAleer
Phone:	800-966-6999
Fax:	
Email:	<a href="mailto:mike.mcaleer@tylertech.com">mike.mcaleer@tylertech.com</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #65DPS-S1173 and dated 12/08/2020, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

The Tyler Technologies, Inc. contract is retroactive to October 1, 2020. The contract was entered correctly in Cets, with the retroactive date to October 1, 2020. The signed contract has an effective date of November 10, 2020.

**B. Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	November 10, 2020	To:	September 30, 2024
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CETS #:	23637
Solicitation #:	RFP#65DPS-S1173

2. **Amended Contract Language:**
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	October 1, 2020	To:	September 30, 2024
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4. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
5. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

CETS #:	23637
Solicitation #:	RFP#65DPS-S1173

Sherry Clark  
Independent Contractor's Signature

02/09/2021  
Date

Senior Corporate Attorney  
Independent Contractor's Title

Amy Davey  
Amy Davey

2/9/2021  
Date

Administrator, DPS Office of Traffic Safety  
Title

Curtis Palmer  
Curtis Palmer

2/19/21  
Date

ASO IV, MS, CPM  
Title

[Signature] **for Susan Brown**  
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 4-1-2021

Date

Approved as to form by:

[Signature]

Deputy Attorney General for Attorney General

On: 2/16/21

Date

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Department of Public Safety/Office of Traffic Safety
Address:	107 Jacobson Way, Bldg. B.
City, State, Zip Code:	Carson City, NV 89711-0001
Contact:	Amy Davey, Division Administrator
Phone:	(775) 684-7476
Fax:	
Email:	<a href="mailto:amy.davey@dps.state.nv.us">amy.davey@dps.state.nv.us</a>

Contractor Name:	Tyler Technologies, Inc.
Address:	5101 Tennyson Pkwy
City, State, Zip Code:	Plano, TX 75024
Contact:	Mike McAleer
Phone:	(800) 966-6999
Fax:	N/A
Email:	<a href="mailto:mike.mcaleer@tylertech.com">mike.mcaleer@tylertech.com</a>

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is 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 the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#
RFP#65DPS-S1173

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	November 10, 2020	To:	September 30, 2024
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until forty-five (45) calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	TYLER TECHNOLOGIES SCOPE OF WORK, LICENSE AND SERVICES AGREEMENT AND RELATED EXHIBITS
ATTACHMENT AA-1:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION #65DPS-S1173 and AMENDMENTS #1
ATTACHMENT DD:	VENDOR PROPOSAL

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract. Subject to the above order of construction precedence, the terms of these paragraphs 1-31, set forth herein, shall be read in conjunction with the terms of the related attachments, if any.

6. **CONSIDERATION.** The parties agree that during the Contract term (as defined in Section 3) and absent a mutually agreed upon amendment, Contractor will provide the software and services selected by the State from those set forth in Exhibit A to Attachment AA with the total Contract or installments payable in accordance with the terms set forth in Exhibit B to Attachment AA, at a total cost for such software and services not to exceed \$4,000,000.00. The State understands and agrees that this not to exceed amount is based on Contractor's good faith estimates only, and may be impacted by, for example, agency requests on Tow Module and Crash Desk Report.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **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 specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

## 9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, 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. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. 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. CONTRACT TERMINATION.

- A. Termination Without Cause. Any discretionary right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause upon notice as required in Section 4.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract upon at least thirty (30) days' notice to Contractor, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected or an action plan to address such breach has been mutually agreed upon. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under Section 11 of this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and twenty five dollars (\$125.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the maximum extent permitted by applicable law, neither party shall be liable on a claim of breach of Contract for punitive, special, incidental, indirect, or consequential damages, even if the parties have been advised of the possibility of such damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Except for gross negligence, intentional tort, or willful misconduct, or as otherwise expressly set forth in this Contract, Contractor's liability for damages arising out of this Contract, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the State's actual direct damages, not to exceed (A) during the Initial Term, as set forth in Paragraph 3, the total "not to exceed" value of this Contract as stated in Section 6, above; or (B) during any Renewal Term, the total annual fees payable in that Renewal Term. The parties acknowledge and agree that the prices set forth in this Contract are set in reliance upon this limitation of liability and to the maximum extent allowed under applicable law, this section shall apply regardless of the failure of an essential purpose or remedy. The foregoing limitation of liability shall not apply to claims that are subject to Contractor's indemnification obligations as set forth in *Section 14, Indemnification and Defense*, below.

13. **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; provided, however, that within ten (10) business days of the force majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as request for reasonable time extension equal to the estimated duration of the force majeure event. 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.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents or any violations of a law applicable to Contractor's performance under this Contract. Contractor will defend State against any third-party claims of intellectual property infringement in accordance with Section I.1 of Attachment AA. The State must notify Contractor promptly in writing of the claim. Contractor shall have sole control over defense or settlement unless there is a conflict in the positions of the parties. In the event of such a conflict Contractor will select and provide separate counsel for defense of the indemnitee State. Contractor may select such separate counsel, subject to the State's approval or disapproval. Such approval or disapproval shall be exercised in good faith and the State shall not unreasonably fail to approve or withhold approval of qualified separate counsel. The State agrees to provide reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will indemnify, hold harmless and defend, not excluding the State's right to participate, the State in accordance with Section 14 above.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State has approved the insurance policies provided by the Contractor as evidenced by execution of this Contract. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
- 1) Final acceptance by the State of the completion of this Contract; or
  - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis with respect to claims for which Contractor is responsible. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance within ten (10) days after the policy renewal. If



at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**B. General Requirements.**

- 1) Additional Insured: By blanket endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds.
- 2) Waiver of Subrogation: Contractor's general liability and auto policies shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: Contractor's general liability and auto policies shall not contain cross-liability coverage exclusion.
- 4) Deductibles and Self-Insured Retentions: Contractor warrants that it shall bear the costs of any deductible payment on insurance maintained by Contractor arising in connection with this Contract.
- 5) Policy Cancellation: Notice of Contractor's policy cancellation will be delivered by Contractor within thirty (30) days of such cancellation.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

**C. Evidence of Insurance.**

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: Contractor will provide the blanket endorsement of the State as an additional insured per General Requirements subsection above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: State reserves the right to request and review a copy of any required insurance policy or endorsement if there is a claim for which coverage is denied by the carrier or if a claim is litigated. Otherwise, Contractor will provide specific portions of its policies in response to reasonable requests by the State to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **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.
19. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State, provided, however, that the State's consent is not required in the event that Contractor has a change in control involving a merger or acquisition.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** The State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection. Tyler retains all right, title and interest in and to its software and its proprietary deliverables and does not agree to work-for-hire provisions. Notwithstanding the foregoing, any custom work delivered by Contractor prior to and/or in connection with this Contract shall be considered a part of the software license granted in Attachment AA. Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract. Without limiting the foregoing, the parties agree to comply with Section J(17) of Attachment AA.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- D. Contractor shall comply with all applicable provisions of 2 C.F.R. Part 200, Appendix II.
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be of good quality, with no material defects.
  - B. **Software Warranty.** Contractor agrees to the limited warranty provisions set forth in Section B(4) of Attachment AA.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim of relief or cause of action.
30. **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, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract. The parties do not waive the jurisdiction of federal courts for any federal cause of action or any action that legally may be tried only in a federal court.

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31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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

CETS#
REP/65DPS-S1173

the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

Sherry Clark 9/29/2020  
Independent Contractor's Signature Date

Senior Corporate Attorney  
Independent Contractor's Title

Amy Davey 10/5/2020  
State of Nevada Authorized Signature Date

Administrator, DPS Office of Traffic Safety  
Title

Curtis Palmer,  
ASO IV, MS, CPM  
Digitally signed by Curtis  
Palmer, ASO IV, MS, CPM  
Date: 2020.10.05 13:21:27  
-07'00'  
State of Nevada Authorized Signature Date

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Title

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State of Nevada Authorized Signature Date

\_\_\_\_\_  
Title

[Signature]  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 12/8/2020  
Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On: 1 Oct 20  
Date

# **ATTACHMENT AA**

## **TYLER TECHNOLOGIES SCOPE OF WORK, LICENSE AND SERVICES AGREEMENT AND RELATED EXHIBITS**



## ATTACHMENT AA LICENSE AND SERVICES AGREEMENT

### SECTION A – DEFINITIONS

- **"Agency List"** means those agencies set forth in the Scope of Work Document, as amended in writing by mutual agreement of the parties from time to time.
- **"Agreement"** means the Nevada Form Contract, this License and Services Agreement and all other attachments thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means State of Nevada acting by and through its Department of Public Safety and on behalf of the agencies on the Agency List.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation. A defect in a custom modification to the Tyler Software that we have provided or provide to you means that said custom modification fails to substantially deliver the required functionality, or to substantially conform to the then-current Documentation for the custom modification.
- **"Defined Named Users"** means the number of named users that are authorized to use the Tyler Software. The Defined Named Users for the Agreement are indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which the Agreement is approved by the Nevada State Board of Examiners.
- **"Force Majeure"** means the definition set forth in Section 13 of the Nevada Form Contract.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary and the Scope of Work Document, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Nevada Form Contract”** means the Contract for Services of Independent Contractor between Tyler and Client executed as of the Effective Date.
- **“Scope of Work Document”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Scope of Work Document is attached as Exhibit D.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We reaffirm the grant to you by Brazos Technology Corporation of a license to use the Tyler Software identified in the Investment Summary and the related Documentation. This license grant is a non-exclusive, non-assignable limited right to use the Tyler Software solely for your internal business purposes only for the Defined Named Users only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.



- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us in accordance with Section 6 of the Nevada Form Contract.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains, the Scope of Work Document, and this License and Services Agreement contain the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional

services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote. For existing basic functionality and custom modification requested by you, we will provide you with an initial draft of functional description within ninety (90) days of execution of this Contract and agree to cooperate with you in order to finalize such drafts as soon as reasonably possible. For future custom modifications requested by you, we will provide an initial draft of functional description within thirty (30) days of implementation and agree to cooperate with you in order to finalize such drafts as soon as reasonably possible.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in accordance with Section 26(a) of the Nevada Form Contract. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### SECTION D – MAINTENANCE AND SUPPORT

1. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:
  - (i) receive the lowest priority under our Support Call Process;
  - (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. We will utilize Hosting Services through a Third Party Services provider in accordance with the terms set forth in the Investment Summary and Scope of Work Document. The fees contained in the Investment Summary are subject to annual increases, and at your written request, we will provide you reasonable notice to you of such fee increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

## SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2). Further, we acknowledge the terms set forth in Section 8 of the Nevada Form Contract with respect to our obligation for timely billing. For the sake of clarity, we will look solely to the State of Nevada for the payment of fees regardless of whether certain products or services were consumed by an Agency on the Agency List.
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement or you believe NRS 353C.190 applies, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to

suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

## SECTION H – TERMINATION

1. Termination. The initial term of this Agreement is as set forth in Section 3 of the Nevada Form Contract. Thereafter, the term may renew for additional one (1) year terms by written amendment in accordance with Section 31 of the Nevada Form Contract, unless terminated by either party in accordance with Section 10 of the Nevada Form Contract.
  - 1.1 For Cause. You may terminate this Agreement for cause in accordance with Sections 10(C)-(E) of the Nevada Form Contract. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
  - 1.2 Force Majeure. In connection with Section 13 of the Nevada Form Contract, either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to refund or offset of previously paid license and other fees.
  - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement in accordance with Sections 10 (B) and 10(E) of the Nevada Form Contract. Except as set forth in Section 10(E)(1) of the Nevada Form Contract, you will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 1.4 Upon Termination. Upon termination of this Agreement, we agree to delivery to you, in a standard file format to the location you identify, your data subject to the Hosting Services. Alternatively, if you prefer, we will certify that that data has been destroyed. You must provide us written notice of your preference within a commercially reasonable timeframe prior to the effective date of termination.

## SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will indemnify, hold harmless, and/or defend you against any third party claim(s) or alleged claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section 1(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify, hold harmless and/or defend you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 [Reserved]
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** THE TERMS OF SECTION 12 OF THE NEVADA FORM CONTRACT SHALL CONTROL WITH RESPECT TO LIMITATION OF LIABILITY. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY.
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING NRS CHAPTER 41 AS IT APPLIES TO YOU), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to comply with the terms of Section 16 of the Nevada Form Contract.

#### SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. [Reserved]
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. [Reserved]
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

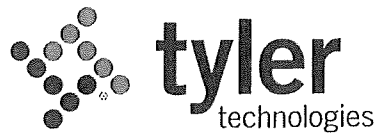
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. [Reserved]
9. [Reserved]
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. [Reserved]
12. [Reserved]
13. [Reserved]
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement, including, without limitation, Section 15 of the Nevada Form Contract.
15. Notices. All notices or communications required or permitted as a part of this Agreement shall be made in accordance with Section 4 of the Nevada Form Contract. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. All confidentiality under this Contract is governed by state or Federal law, notwithstanding information that a reasonable person would believe to be confidential. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or



- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. We will comply with Section 17 of the Nevada Form Contract.
19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements as set forth in Section 27 of the Nevada Form Contract.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to its rules on conflicts of law.
21. Contract Documents. This Agreement includes the following exhibits:
- |           |                                     |
|-----------|-------------------------------------|
| Exhibit A | Investment Summary                  |
| Exhibit B | Invoicing and Payment Policy        |
|           | Schedule 1: Business Travel Policy  |
| Exhibit C | Maintenance and Support Agreement   |
|           | Schedule 1: Service Level Agreement |
|           | Schedule 2: Support Call Process    |
| Exhibit D | Scope of Work Document              |

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**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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## Estimated Pricing for eCitation and eCrash Agreement

	One-time	Annual	Total
FFY 21	\$ 162,540.00	899,713.00	\$ 1,062,253.00
FFY 22	\$ 46,750.00	899,314.39	\$ 946,064.39
FFY 23	\$ 46,750.00	923,093.82	\$ 969,843.82
FFY 24	\$ 46,750.00	947,586.64	\$ 994,336.64
<b>AGREEMENT TOTAL:</b>	<b>\$ 302,790.00</b>	<b>\$ 3,669,707.85</b>	<b>\$ 3,972,497.85</b>

## Project Task 1

Existing Agency List (costs included in other tasks)

Key Personnel

Change Management (cost based on signed agreements)

## Hosting Task 2

	Monthly	Annual
Production, Test/Train and Reporting environments included in shared hosted system		\$ 57,036.00
<b>Total</b>		<b>\$ 57,036.00</b>

## Annual Maintenance for Software Task 3

	Annual
Standard Reporting and Ad Hoc Reporting * on hosted reporting server	\$ - \$ 63,250.00
J-Link Software License	\$ - \$ 15,000.00
J-Link Hosting of Software	\$ - \$ 49,500.00
Site License Accident Reporting/ eCitation	\$ - \$ 155,701.00
Site License Server Software	
* removed due to move to shared environment	\$ - \$ -
NV Tow Module License (not active yet - annual maintenance)	\$ - \$ 20,000.00
Software License/ SaaS	\$ - \$ 9,500.00
Interface to NCATS	\$ - \$ 16,592.00
Interface to Administrative Office of the Courts (AOC)	\$ - \$ 16,592.00
Interface to Local RMS	\$ - \$ 12,155.00
Interface to NHTSA	\$ - \$ 13,440.00
Interface to NDOT	\$ - \$ 16,592.00
Interface to Local Courts	\$ - \$ 12,155.00
<b>Total</b>	<b>\$ 400,477.00</b>

**Additional Services Task 4**

	Hourly	Annual
Dedicated Project Manager		\$ 150,000.00
Dedicated Developer		\$ 185,000.00
Additional PM Hours (Optional)	\$ 120.00	
Additional Analyst Hours (Optional)	\$ 110.00	
Additional Development Hours (Optional)	\$ 150.00	
<b>Total</b>		<b>\$ 335,000.00</b>

**Geo-locate Task 5**

	One-time	Annual
Geo-locate Crashes (Accidents) systemically *based upon one GIS file		
*There may be additional fees depending upon the geolocation service selected		\$ 45,000.00
<b>Total</b>	<b>\$ -</b>	<b>\$ 45,000.00</b>

**Tow Module Task 6**

	One-time
*initial costs were covered under previous agreement	
** Annual maintenance covered in task 2	\$ 7,500.00
<b>Total</b>	<b>\$ 7,500.00</b>

**Add Agencies Task 7**

	Future Agencies	
	One-time	Annual
Duckwater Shoshone Tribe of Nevada	\$ 13,700.00	\$ 2,740.00
Nevada State Parks	\$ 13,700.00	\$ 2,740.00
NV Taxi Cab Authority	\$ 13,700.00	\$ 2,740.00
Yomba Tribe	\$ 13,700.00	\$ 2,740.00
Moapa Indian Tribe	\$ 13,700.00	\$ 2,740.00
Reno Sparks Indian Colony	\$ 13,700.00	\$ 2,740.00
<b>Total</b>	<b>\$ 82,200.00</b>	<b>\$ 16,440.00</b>

**Optional Additions Task 8**

	One-time	Annual	One-time Implementation Costs	Annual
<b>New Agency Implementations</b>				
<i>Medium Agencies (estimate 2)</i>				
eCitation Implementation	\$ 9,856.00	\$ 1,971.00	\$ 19,712.00	\$ 3,942.00
eCrash Implementation	\$ 5,214.00	\$ 1,042.00	\$ 10,428.00	\$ 2,084.00
<i>Small Agencies (estimate 3)</i>				

## Exhibit A

eCitation Implementation	\$	8,960.00	\$	1,792.00	\$	26,880.00	\$	5,376.00
eCrash Implementation	\$	4,740.00	\$	948.00	\$	14,220.00	\$	2,844.00
Web Only (estimate 5)								
Web Only Crash Entry	\$	3,425.00	\$	685.00	\$	-	\$	-

FMCSA SafetyNet Interface for NHP			\$	9,300.00	\$	1,680.00
CARFAX interface for NHP			\$	15,000.00	\$	1,200.00
Vehicle Damage Report Interface			\$	7,000.00	\$	1,960.00
<b>Total</b>			\$	<b>102,540.00</b>	\$	<b>19,086.00</b>

**New Hardware Certification Task 9**

	One-time per Device
Verify New Hardware and Peripherals	\$ 2,500.00
Estimate 5 Devices Per Year	\$ 12,500.00
<b>Total</b>	<b>\$ 12,500.00</b>

**Data Warehouse (NCATS Replacement) Task 10**

	One-time (estimate)	Annual (estimate)
Provide Copy of Brazos Crash Database for Location Validation and Report Updates (replaces NCATS)		\$50,000 -
* TBD - based on requirements		\$250,000
<b>Total</b>		

**Crash Desk Report Task 11**

	One-time (estimate)	Annual (estimate)
Provide a "desk" report in Brazos Crash in Web	\$ 40,000.00	\$ 11,200.00
<b>Total</b>	<b>\$ 40,000.00</b>	<b>\$ 11,200.00</b>

**1st Year FFY21**

	annual	
Task 2: Hosting	\$	57,036.00
Task 3: Software Maint	\$	380,477.00
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	45,000.00
Task 6: Tow Module	\$	7,500.00
Task 7: Add Agencies	\$	82,200.00
Task 8: Optional Additions	\$	102,540.00
Task 9: New Hardware Cert	\$	12,500.00
Task 10: Data Warehouse		TBD based on req.
Task 11: Crash Desk Report	\$	40,000.00
<b>Total</b>	<b>\$</b>	<b>1,062,253.00</b>

**2nd Year FFY22**

Task 2: Hosting	\$	58,747.08
Task 3: Software Maint	\$	412,491.31
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	46,350.00
Task 7: Add Agencies- Maint	\$	16,440.00
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	19,086.00
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report Maint	\$	11,200.00
<b>Total</b>	<b>\$</b>	<b>946,064.39</b>

**3rd Year FFY23**

Task 2: Hosting	\$	60,509.49
Task 3: Software Maint	\$	424,866.05
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	47,740.50
Task 7: Add Agencies- Maint	\$	16,933.20
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	26,508.58
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report Maint	\$	11,536.00
<b>Total</b>	<b>\$</b>	<b>969,843.82</b>

**4th Year FFY24**

Task 2: Hosting	\$	62,324.78
Task 3: Software Maint	\$	437,612.03
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	49,172.72
Task 7: Add Agencies- Maint	\$	17,441.20
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	34,153.84
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report	\$	11,882.08
<b>Total</b>	<b>\$</b>	<b>994,336.64</b>



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

#### 1. Tyler Software.

1.1 *License Fees:* Additional license fees, if any, are invoiced 100% on the date that such licensed software is made available.

1.2 *Maintenance and Support Fees:* Maintenance and support fees are invoiced quarterly in advance on or before January 15, April 15, July 15, and October 15 of each year following the anniversary of the Effective Date. The actual amounts invoiced for maintenance fees will be calculated based on the software in scope in the immediately preceding quarter, adjusted on a pro rata basis as necessary.

#### 2. Professional Services.

2.1 *Professional Services:* Professional services are billed as delivered and invoiced as incurred.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Hosting Fees. Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.

#### 4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

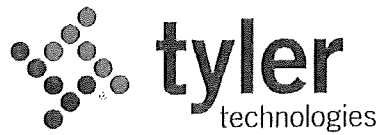
4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. In the event that (i) travel expenses are incurred by us but not used as a result of your cancellation as set forth in Section C(4), or (ii) any other additional services are added in the future, such expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).





**Exhibit B  
Schedule 1  
Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



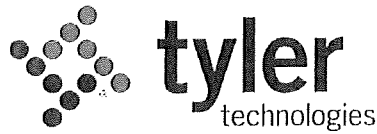
## Exhibit C

### Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect until the expiration date state in paragraph three (3) of the Nevada Form Contract, subject to your payment in accordance with the Invoicing and Payment Policy. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 support prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C  
Schedule 1  
Service Level Agreement**

**Agreement Overview**

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

**Definitions**

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

*Downtime:* Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

**Service Availability**

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

**Client Responsibilities**

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### **Tyler Responsibilities**

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

#### **Client Relief**

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle



100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle
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Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

#### **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

#### **Force Majeure**

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



**Exhibit C  
Schedule 2  
Support Call Process**

***Support Channels***

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

***Support Resources***

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

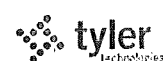
***Support Availability***

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



### **Issue Handling**

#### **Incident Tracking**

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

#### **Incident Priority**

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

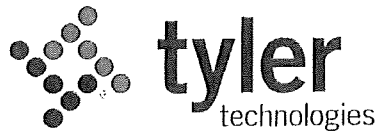
Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

#### *Hardware and Other Systems*

If in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.



## **Exhibit D**

### **Scope of Work Document**

This Scope of Work Document sets forth an overview of the intended or potential services to be provided by Tyler to the State of Nevada (the State) for specific potential projects that are launched under this Scope of Work Document. The individual agency through the State and Tyler may elect to more closely define the roles and responsibilities of the parties in a subsequent statement of work.

### **TASK 1: PROJECT**

#### **EXISTING AGENCY LIST**

As of the Effective Date of the Contract, the following agency list reflects the participating agencies covered under the Contract:

1. Boulder City PD
2. Carlin PD
3. Carson City SO
4. Churchill County SO
5. Clark County School District PD
6. Clark County Park Police
7. Clark County Code Enforcement/Animal Control
8. Douglas County SO
9. Elko County SO
10. Elko PD
11. Esmeralda County SO
12. Eureka County SO
13. Fallon PD
14. Fallon Shoshone-Paiute Tribal PD
15. Henderson PD
16. Humboldt County SO
17. Lander County SO
18. Las Vegas Metropolitan PD
19. Lincoln County SO
20. Lovelock PD
21. Lyon County SO
22. Mesquite PD
23. Mineral County SO
24. Nevada DPS- Capitol Police
25. Nevada DPS - Highway Patrol
26. North Las Vegas PD
27. Nye County SO
28. Pershing County SO

29. Pyramid Lake Tribal PD
30. Reno PD
31. Reno-Tahoe Airport PD
32. Sparks PD
33. Storey County SO
34. Union Pacific Railroad PD
35. University of Las Vegas/CSN PD
36. University of Nevada, Reno PD
37. Walker River Tribal PD
38. Washoe County School District PD
39. Washoe County SO
40. West Wendover PD
41. White Pine County SO
42. Winnemucca PD
43. Yerington PD
44. Nevada Department of Transportation
45. Nevada DPS - Office of Traffic Safety
46. Nevada DMV Enforcement Division

#### KEY PERSONNEL

**Tyler Project Manager:** The Tyler Project Manager will be responsible for establishing and administering controls to ensure the quality of deliverables is acceptable to DPS and monitoring project activities to ensure project schedules are met. The Tyler Project Manager will be able to authorize changes on behalf of Tyler and will be expected to refer any problems or issues that cannot be resolved by on-site implementation staff to company management. The Tyler Project Manager will also be responsible for the day-to-day administering and directing of the project and managing project documentation, as well as any other items necessary for the success of the project.

**Nevada DPS Project Coordinator:** The DPS Project Coordinator will be responsible for day-to-day administering and directing of the project and managing project documentation to ensure tasks are being completed during the allotted time and that all risks and issues are properly documented, as well as any other items necessary for the success of the project. The DPS Project Coordinator will serve as the liaison between Tyler and individual agencies in the implementation process. The DPS Project Coordinator will work with the DPS Project Manager to ensure the quality of deliverables is acceptable to DPS.

**Nevada DPS Project Manager:** The DPS Project Manager will be responsible for establishing and administering controls to ensure the quality of deliverables is acceptable to DPS. The DPS Project Manager will serve as the authorizing signature for all project documentation and will ensure proper dissemination of all Tyler communication to project team members. The DPS Project Manager will work with the DPS Project Coordinator and the individual agencies to ensure the quality of deliverables is acceptable to DPS.

Tyler or DPS will notify the other of any changes in key personnel in writing to ensure effective and continual communication.

## MEETINGS

Tyler representative will participate in, at a minimum, monthly status conference calls with State of Nevada-Tyler project team unless deemed unnecessary by the DPS Project Manager. Additional calls may be conducted as necessary to address ongoing concerns or implementation of new agencies/enhancements.

Tyler representative will attend, in person when requested, at a minimum, quarterly meetings with State of Nevada-Tyler project team. The quarterly meetings will be held in conjunction with TRCC meetings when possible.

Travel costs for Tyler representatives attending these meetings will be absorbed by Tyler and not reimbursed by DPS.

## CHANGE MANAGEMENT

The Change Management Plan will apply to the following types of changes:

- Any change in project scope or unplanned activity not explicitly within the scope of the Contract
- Modifications to approved (signed-off) project deliverables except where the deliverable has a suspected fault (e.g., where factual errors are subsequently discovered in an approved document)

When a potential change is identified by Tyler, DPS, or a participating agency, it should be brought to the attention of the DPS Project Coordinator for initial evaluation and referral to the DPS Project Manager. Based on the merit of the proposed change and its potential to impact scope, schedule, and budget, the DPS Project Manager will decide on the proper course of action. If the DPS Project Manager determines the change falls within the parameters for acceptance, the change request will be made in writing in a format acceptable to both Tyler and DPS, which will include the following information, at a minimum:

- Date required
- Reason for change
- Detailed description of the change
- Ramifications if the change does not take place

Upon receipt of the proposed change by the Tyler Project Manager, it will be reviewed and returned to DPS within a mutually agreed upon timeframe, not to exceed 30 days, with the following information:

- Detailed description of how change will be implemented, if approved by DPS
- Any possible ramifications on the existing system and alternatives, if applicable
- Cost estimate
- Time estimate for completion, if approved by DPS

Upon receipt of the proposed change by the DPS Project Manager, it will be reviewed and returned to Tyler within a mutually agreed upon timeframe, not to exceed 15 days, approving or rejecting the change, signed by the DPS and Tyler Project Managers.

## ISSUE RESOLUTION

Throughout the life cycle of the project, issues will arise and become an obstacle to the progression of the project. For a successful project, it is imperative that all issues are addressed and resolved in a timely fashion and that the appropriate decision-making teams, committees, or persons have approved the



resolutions. The purpose of this outline is to describe the entire Issue/Decision Management process from how the issue is raised, to the escalation path, to the final resolution of the issue. The issue can be resolved through the individual agency, Project Management team, Board of Governors, or the DPS Director's Office. While the majority of the issues will be resolved at the individual agency, a smaller set of issues will be sent to the Project Management team for direction or resolution. If further escalation is required issues may be pushed to the Board of Governance and then finally the DPS Director's Office. No matter the nature of the issue (e.g. Functional, Technical, Change Management, or Project Management), ALL issues should follow the process as depicted and described In the Resolution Process Procedure below.

## RESOLUTION PROCESS PROCEDURE

In order for the Project team to remain focused on the project activities it is imperative that all issues be resolved in a timely manner. In order to facilitate the issue resolution process, the following procedure will be used:

- Any individual agency directly involved in the project raises the issue.
- The individual communicates the issue with Tyler support. This may be verbal or written.
- If the issue can be resolved by the individual agency and Tyler support, then the issue will be resolved according to the support guidelines in this Contract.
- If the individual agency and Tyler support cannot resolve the issue, they will contact the Tyler Project Manager and the DPS Project Coordinator to document the item for escalation.
- Within two working days of receiving the issue, the DPS Project Coordinator and Tyler Project Manager will confirm receipt of the Issue in writing (email acceptable) and schedule a meeting or conference call with the State Project Management Team to categorize and assign the task or discuss further action.
- If the issue is not for the project Board of Governance, the Tyler Project Manager or DPS Project Coordinator will assign the task to a team member and communicate the assignment.
- The assignee will provide the responsible Project Manager or Coordinator with an estimation of resolution times.
- The responsible Project Manager will follow up with the assignee based on the estimated time to resolve.
- The assignee and responsible Project Manager or Coordinator will determine if the issue appears to be resolved and report the status to the Project Management Team.
- If the team agrees the issue is resolved, they will notify Tyler, DPS, and the reporting individual agency of resolution.
- If the issue is NOT resolved, the Project Management Team will determine whether the issue should be escalated. If the issue should not be escalated and a new estimated time for resolution must be made, the process will go back up to where a new estimate must be received by the assignee.
- If the issue is to be redirected, the first level of escalation should be the Board of Governance.
- Once the Board of Governance has addressed the Issue, the DPS Project Manager will report the resolved status and resolution to the Project Management Team.
- The Project Management Team will notify Tyler, DPS, and the reporting individual agency of resolution.
- If the Board of Governance is unable to resolve the issue, they will escalate the issue to the DPS Director's Office.

- The Director's Office of DPS is the final point of escalation and all resolutions will be communicated through the Project Management Team and communicated to Tyler, DPS, and the reporting individual agency.

## TASK 2: HOSTING

Tyler shall provide Hosting Services as set forth in, without limitation, Section F of Attachment AA to the Contract. With respect to the Hosting Services, the parties further agree as follows:

- (1) All hardware, OS, and DMBS licensing will be included in the costs to the State.
- (2) Tyler shall undertake reasonable efforts to provide or facilitate the provision of the following for the Tyler Software:
  - i. Commercially reasonable security components such as firewalls, anti-virus and intrusion detection tools
  - ii. One (1) production environment
  - iii. One (1) test/training environment
  - iv. One (1) standard/ad-hoc reporting environment

All functionality provided in the production environment will be available in the test environment. It is understood by both parties that the Brazos environment(s) are shared/multi-tenant services and not dedicated to the State of Nevada.

- (3) In the event the State elects to host the system within the State's computing environment, the State will provide written confirmation to Tyler of such election not less than one hundred twenty (120) days prior to the date of actual migration. The parties agree to cooperate with respect to such migration. Following migration, Tyler will provide application and database maintenance if a virtual private network (VPN) connection is provided. The State shall be responsible for any additional fees incurred by Tyler that are required to relocate the servers, migrate any related data, and/or maintain the applications and/or database.
- (4) That should additional servers be required by Client in the future, Tyler will undertake commercially reasonable efforts to provide or facilitate the use of the required equipment, and the State shall bear all costs associated therewith. Tyler will undertake reasonable efforts to minimize costs to the State.
- (5) That all of the State's primary and backup data will be stored within the United States. Additionally, all off-site storage of data will be retained in the United States.
- (6) That Tyler will provide a physical and logical infrastructure that will prevent unauthorized access to data. Initially, that infrastructure will be located in the GovCloud service provided by Amazon Web Services. The State acknowledges and agrees that Tyler may migrate Hosting Services in accordance with Section F of Attachment AA.
- (7) That Tyler will ensure its staff adheres to Federal Bureau of Investigation Criminal Justice Information Services security requirements, policies, and procedures.

- (8) That, to the extent allowed by the provider of any relevant Third-Party Services, the vendor's physical and logical infrastructure shall be subject to on-site inspections by the Nevada Department of Public Safety Information Security Officer.

## LOCALIZED AGENCY DATA STORAGE

In addition to the central data store, the system must provide the ability to upload and store crash and citation information collected on the field devices to a local agency data store. This capability will be accomplished by providing an extract of the agency's data that can be imported into a stand-alone SQL Server database. The individual agency will be responsible for the import of the data.

## SUPPORTED HARDWARE

For the Contract term, as defined in the Contract, Tyler will support and maintain software for the eCitation hardware – including Symbol TC-7X, Panasonic FZ-G1, N1, M1, CF-20, CF-33 and other hardware that Tyler supported and maintained as of the effective date of the Contract. In addition, Tyler will support any new Windows-based hardware meeting the minimum criteria for Tyler software which becomes commercially available during the term of the Contract and passes Tyler's "New Hardware Certification" process set forth herein. This includes database servers, hand-held computers, laptop PCs, desktop PCs, tablets and small-format printers. In the event a particular model of hardware is taken out of service throughout by DPS, Tyler may notify DPS that support and maintenance for that model will cease, and DPS will not return that model of hardware back into service.

## SUPPORTED HARDWARE FEATURES

Tyler will support and maintain software for the following features in use by Nevada agencies on hardware which supports the feature(s): 2D barcode scanner, magnetic stripe scanner, hand input of signature via touch screen or peripheral hardware, digital photos, digital video, digital sound recording, biometric scanner, secure wireless device to device data transfer (beaming), GPS, wireless, and hard-wired sync/software updates.

## TASK 3: SOFTWARE MAINTENANCE

For as long as Client has a Maintenance and Support Agreement In effect, Tyler will maintain and support the following list of interfaces and any others that are added by mutual agreement.

### Software maintenance includes:

Standard Reporting and Ad Hoc Reporting \*on hosted reporting server  
 J-Link Software License  
 J-Link Hosting of Software  
 Site License Accident Reporting/ eCitation  
 NV Tow Module License (not active yet)  
 Software License/ SaaS  
 Interface to NCATS  
 Interface to Administrative Office of the Courts (AOC)  
 Interface to Local RMS  
 Interface to National Highway Traffic Safety Administration (NHTSA)

Interface to Local Courts

#### **TASK 4: ADDITIONAL SERVICES**

The following new enhancements may be requested in writing by the State and shall be billed in accordance with Tyler's Invoicing and Payment Policy at the rates set forth in Exhibit A to Attachment AA.

##### **DEDICATED PROJECT MANAGEMENT**

With the conclusion of the initial phases of this project, the parties agree that the requirement to have a full-time, dedicated project manager has been met. Tyler strongly recommends that the State consider continuing the momentum by electing to have a dedicated project manager. This position would be dedicated to the State and would focus on the project along with any enhancements, issues, or questions that would arise.

##### **DEDICATED DEVELOPER**

As the Nevada System builds out, the needs of the system over time are likely to change. Tyler has agreed to maintain a dedicated developer, if requested, to work on projects specific to the needs of the State. The dedicated developer would be working on any development projects that the State requests, set to a priority dictated by the State. This will enable the State development projects to proceed in the most expeditious manner and give the State the maximum flexibility to control the development timelines.

##### **OTHER ADDITIONAL SERVICES**

For new requests from the State (or participating agency), Tyler will utilize the schedule of costs based upon amount of efforts for the following:

- i. Project Management
- ii. Business/Technical Analyst
- iii. Software Development

For the sake of clarity, participating agencies desiring any optional items shall coordinate with the State in order to formalize a request for Tyler to deliver such additional licenses, services, hosting, or custom modifications. In the event that a participating agency requests to pay for the optional item(s) under payment terms separate from the State, that individual agency will coordinate directly with Tyler; notwithstanding the foregoing, Tyler will be under no obligation to provide services under such payment arrangement.

#### **TASK 5: GEO-LOCATE**

Tyler will develop, implement, maintain and support an application which will provide geolocation of crash, store the GIS location in the database, and enable locating the location on a map for crash data analysis purposes. The State will decide on one (1) GIS file (or base map) to use as the reporting database. Please note, depending upon the GIS file and process required by each agency, there may or may not be a significant number of accidents that require manual resolution of accidents that cannot be systematically geo-located.

As discovered during the first phase of this project, the task of manually locating accidents has been cumbersome and difficult for the State to require or complete. Tyler will offer the services for manually

locating an accident when the geo-location cannot be completed automatically. These additional services will be dependent upon the final mutually agreeable scope of work.

## **TASK 6: TOW MODULE**

Tyler can provide a global tow module to all Nevada Brazos users. The Tow Module can interact with NV Crash and eCitation to pull vehicle information into a statewide tow form at the request of the user. The Tow Module will be capable of maintaining photographs, a vehicle inventory, documentation of existing vehicle damage, registered owner information, tow company information, and will capture, if requested, the signature of a person to whom a vehicle is being released. The Tow Module will utilize a format submitted by the State and agreed to in function by Tyler.

## **TASK 7: ADD AGENCIES**

Agencies interested in participating in this contract will contact the DPS Project Coordinator for information and requirements to participate. When Tyler receives written confirmation from the DPS Project Coordinator of a new agency's participation, Tyler will provide a deliverable and pricing summary to the DPS Project Coordinator for signature approval before beginning work on the implementation. The addition of a new agency will result in at least:

- a. A one-time license fee payable in accordance with Section 1.1 of the Invoicing and Payment Policy, and
- b. An increase in maintenance and support fees to be paid in accordance with Section 1.2 of the Invoicing and Payment Policy.

The proposed new agencies are listed in the Project Cost Worksheet, but the State is not limited to these agencies. If other agencies are added, the cost schedule is identified in Task 8.

## **TASK 8: OPTIONAL ADDITIONS**

Additional agencies may be added to the Contract by mutual written agreement of the parties. The additional agencies added to this Contract will be defined as follows:

- Large agency: four hundred (400) or more users
- Medium agency: one hundred (100) or more, but fewer than four hundred (400) users
- Small agency: fewer than one hundred (100) users

Additional interfaces can be added to the Contract by mutual written agreement of the parties. The one-time and annual maintenance costs (if any) will be defined based upon the requirements included in the mutual agreement. The interfaces that the State is evaluating are:

- **FMCSA SafetyNet Interface** – Interface from Brazos to the Federal Motor Carrier Safety Administration SafetyNet Commercial Vehicle Crash Reporting System for the Nevada Highway Patrol.
- **CARFAX Interface** – eCommerce Crash Report Sales interface to CARFAX for Nevada Highway Patrol crash record public sales.
- **Vehicle Damage Report** - Export to file to multiple vendors for VIN damage report for third party purposes (Experian, CARFAX, VIN Assist, etc.).
- **NDOT Data Interface** – NDOT has expressed a need for a data interface of ALL Nevada crash data to their internal systems. Moving forward, the current mechanism by which they receive

crash data through NCATS may not be available to NDOT as NCATS is going to be drastically altered as a result of this contract between the State and Tyler. A direct export to NDOT is recommended as the best and most efficient way to deliver crash data in a timely manner and to meet the internal data needs of the agency.

- **Web Only Crash Entry** – This option allow for new agencies to select to participate in the Statewide project when they will not be utilizing mobile devices. All backend functionality remains the same as a fully participating agency.

## **TASK 9: NEW HARDWARE CERTIFICATION**

In order to keep the eCrash and eCitation solutions relevant for the entire State, it will be necessary to allow participating agencies to purchase new hardware approved by the State and Tyler. The effort required by Tyler to certify these new hardware platforms requires Tyler to expend significant resources in communications with the hardware vendor, software modifications, configuration modifications, and testing. In order to limit the number of possible hardware certifications required to only those that have a reasonable chance of being deployed, Tyler will charge the State for certifying new hardware.

## **TASK 10: DATA WAREHOUSE**

Tyler Technologies can create and maintain a data warehouse that can archive records from Nevada Crash. The records will be stored in a format and location agreeable to the State and Tyler. Access to the data contained in the data warehouse would be by permission of the State for any lawful purpose. The data warehouse would contain all historical data currently, or then current upon request for a data warehouse, that is held within the existing Nevada Brazos System. Tyler will consider a request to include other vendors' crash data in the data warehouse, but the work to do so is outside of the scope of this agreement and will require a separate negotiation.

## **TASK 11: CRASH DESK REPORT**

Recognizing that some crashes are not investigated by law enforcement but still need to be recorded in public systems, Tyler can provide a web-only desk report to record those incidents that are of public concern and which are required by Nevada law to be reported to a law enforcement agency having jurisdiction. The desk report format will be submitted to Tyler by the State and will represent a sub-set of data collected on the full Form 5. The desk report will generate a PDF image that is suitable for printing and public release.

# **ATTACHMENT AA-1**

## **SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE AND NEGOTIATED POINTS**

## **1. PROJECT OVERVIEW**

The Nevada State Purchasing Division on behalf of the Nevada Department of Public Safety's (DPS), Office of Traffic Safety (OTS) is seeking proposals from qualified vendors to provide tools and technology to maintain the existing functionality and efficiency of law enforcement, judiciary, emergency responder, engineering, and others responsible for gathering and approving and analyzing data related to citations and crashes. This project, through the use of standardized XML, improved data validation, preferred user interfaces, recommended hardware and hosted architecture, will help maintain and improve the quality, accuracy, and accessibility of data, the efficiency and safety of officers, and the timeliness and availability of data. The anticipated start date of the contract is October 1, 2020 with a contract term of 48 months which includes a one-year warranty period for items not already in maintenance. DPS will administer the contract throughout the term.

### **1.1 GOALS AND OBJECTIVES**

To have a vendor that will maintain the existing Brazos software product (per functional and technical requirements included herein) for the existing Nevada Citation and Accident System to continue the improvement of the quality, accuracy and accessibility of data; the efficiency and safety of officers; and the timeliness and availability of data.

The selected vendor will continue to support multifunctional desktop and handheld software that the Law Enforcement Agencies within the state of Nevada are using in order to electronically capture both traffic citation and crash data. This software will continue to utilize the latest tools and technologies in order to provide the best product on the market.

The product will continue to improve officer safety and efficiency by providing continued capability for wireless queries of local, state and federal criminal justice information systems and driver (DMV) systems. Connectivity to these systems is made via the State law enforcement messaging switch, JusticeLink.

The selected vendor will continue to support the system that allows for data exchanges with other internal and external systems, e.g., the "NCATS" Repository or records management systems (RMS), per standardized data models such as the National Information Exchange Model (NIEM), and the Model Minimum Uniform Crash Criteria (MMUCC).

The selected vendor will continue to maintain this project with no or minimal financial impact on participating outside agencies; nor shall any participating agency be required to conduct daily business with less capabilities than they currently have in relation to the collection and dissemination of traffic citations and crash reports.



The selected vendor will continue to aid Nevada in improving its citation and crash data quality by maintaining a system that simplifies data entry for officers and performs validation against defined business rules.

The State will engage a vendor that provides timely and robust support to all system users and the existing Brazos citation and crash software.

Potential vendors will validate and demonstrate their ability to maintain and operate the Nevada citation and crash data collection software, interfaces, and Cognos reporting software provided by Tyler Technologies, Inc.

## **2. BACKGROUND**

### **2.1 PROJECT**

The Tyler Technologies, Inc. software solution (Brazos) is used to collect electronic crash and citation records throughout the state of Nevada. Tyler Technologies, Inc. started implementation of the project in 2016 and is currently maintaining the multi-agency shared hosted system. Tyler Technologies, Inc. hosts the server software and hardware in Tyler Technologies, Inc. facilities.

The State is required to go out for RFP every four (4) years.

### **2.2 AGENCY**

The Nevada Office of Traffic Safety (OTS), a Division of the Department of Public Safety (DPS), is the federally recognized highway safety office in the state of Nevada. The Director of DPS serves as the Governor's Highway Safety Representative.

DPS is tasked to prepare and administer an annual comprehensive Highway Safety Plan that will reduce the number and severity of traffic crashes on Nevada public roadways. The plan will support and/or implement innovative traffic safety projects at both the state and local level. The focus will be on reducing the contributing factors associated with traffic crashes through selective enforcement countermeasures developed from extensive problem identification, close cooperation with highway safety engineers, and well-planned public awareness and education programs aimed at all roadway users.

Citation and crash data collection and analysis is critical to effectively allocate limited resources toward the engineering, enforcement and education toward safer roads for all Nevada motorists. The State's Strategic Highway Safety Plan (SHSP) is just that, a strategic plan to be followed by all traffic safety partners toward achieving zero fatalities on Nevada's roadways, one life at a time. Member partners of Nevada's SHSP include:

- Nevada Department of Transportation
- Nevada Department of Public Safety
- Federal Motor Carrier Safety Administration
- Nevada Motor Transport Association
- City of Las Vegas
- Safe Communities Partnership, UNLV-TRC
- University Nevada-Las Vegas, Transportation Research Center (TRC)
- University Medical Center—Trauma Center (UMC)
- Clark County Health District
- Nevada Division of Health—Emergency Medical Systems
- Washoe County Public Works
- Regional Transportation Commission of Washoe County
- Washoe County Sheriff's Department
- Reno Police Department
- Elko Fire Department
- Henderson Police Department
- Las Vegas Fire & Rescue
- Las Vegas Metropolitan Police Department
- Clark County Public Works
- Federal Highway Administration
- Nevada Department of Motor Vehicles
- Nevada Administrative Office of the Courts
- Nevada Highway Patrol
- Regional Transportation Commission of Southern Nevada
- Nevada League of Cities
- City of Henderson
- All Nevada law enforcement or other agencies e.g.
  - Taxi Cab Authority
  - North Las Vegas Police Department
  - UNR Police Department
  - UNLV Police Department
  - Clark County School District Police Department
  - Washoe County School District Police Department
  - Court Systems
  - Department of Motor Vehicles
  - Emergency Medical Systems

Since 2001, and in conjunction with the Nevada Department of Transportation, DPS has been responsible for collecting electronic citation and crash data from all the state's law enforcement agencies and combining them into a database.

The software solution is currently used by the following State and local law enforcement agencies:

- Boulder City Police Department
- Carlin Police Department
- Carson City Sheriff's Office
- Churchill County Sheriff's Office
- Clark County School District Police
- Clark County Parks Police
- Douglas County Sheriff's Office
- Elko County Sheriff's Office
- Elko Police Department
- Esmeralda County Sheriff's Office
- Eureka County Sheriff's Office
- Fallon Pate Shoshone Police Department
- Fallon Police Department
- Henderson Police Department
- Humboldt County Sheriff's Office
- Lake Mead National Park
- Lander County Sheriff's Office
- Las Vegas Metro Police Department
- Lincoln County Sheriff's Office
- Lovelock Police Department
- Lyon County Sheriff's Office
- Mesquite Police Department
- Mineral County Sheriff's Office
- Nevada Department of Public Safety (DPS)- Nevada Highway

#### Patrol

- North Las Vegas Police Department
- Nye County Sheriff's Office
- Pershing County Sheriff's Office
- Pyramid Lake Tribal Police Department
- Reno Police Department
- Reno Tahoe Airport Police Department
- Sparks Police Department
- Nevada DPS- Capitol Police
- Storey County Sheriff's Office
- University of Nevada Las Vegas Police Department
- University of Nevada Reno Police Department
- Walker River Tribal Police Department
- Washoe County School District Police
- Washoe County Sheriff's Office
- West Wendover Police Department
- White Pine County Sheriff's Office
- Winnemucca Police Department

The following agencies will begin using the software solution during calendar year 2020/2021:

- Attorney General's Office, State of Nevada
- College of Southern Nevada Police Department
- Duckwater Shoshone Tribe of Nevada
- Nevada State Parks
- NV Taxicab Authority
- Union Pacific Railroad Police
- Yerington Police Department
- Yomba Tribe
- Moapa Indian Tribe
- Reno Sparks Indian Colony
- Department of Motor Vehicles, State of Nevada

## **2.3 CURRENT COMPUTING ENVIRONMENT**

The existing Brazos citation, crash and Cognos reporting software must be maintained with the existing hardware, devices and server hosting.

## **2.4 PROJECT SOFTWARE**

All software used for project management shall be approved by the State. Current desktop tools utilized by the Department of Public Safety/Office of Traffic Safety include:

2.4.1 Microsoft Project 2010

2.4.2 Visio 2010

2.4.3 MS Word 2010

2.4.4 MS Excel 2010

## **2.5 STATE RESOURCES**

The following paragraphs describe the resources the State has committed to this project.

### **2.5.1 Steering Committee**

This team of senior officials shall work with, and on behalf of the project in defining overall policy, providing top level decision making, ensuring availability of key resources and effecting key interdepartmental and contractual relationships. The Steering

Committee provides leadership in promoting support for the project. Additional roles of the Steering Committee may include:

- 2.5.1.1 Review of proposed plans and timetables;
- 2.5.1.2 Provide problem resolution if issues cannot be resolved at the project team level;
- 2.5.1.3 Provide departmental policy as it relates to the project;
- 2.5.1.4 Set priorities;
- 2.5.1.5 Propose alternative solutions to problems encountered;
- 2.5.1.6 Obtain Legislative and Administrative backing; and
- 2.5.1.7 Provide information and involve external parties in project progress, accomplishments and challenges.

#### 2.5.2 Project Sponsor

The Department of Public Safety/Office of Traffic Safety is the project sponsor. All project activities shall be conducted under the authority of the Department of Public Safety/Office of Traffic Safety.

#### 2.5.3 Project Manager

A Project Manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Project Manager shall provide on-going daily direction and oversight to the State project staff and the contractor and report progress and problems to the Steering Committee. The Project Manager shall coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Project Manager sets priorities when choices of alternatives are required.

### 3. SYSTEM REQUIREMENTS

#### 3.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors shall explain in sufficient detail how the vendor shall satisfy the Department of Public Safety/Office of Traffic Safety project requirements described below.

#### 3.2 COMPUTING PLATFORM

## FIELD DEVICES

### 3.2.1 Screen Resolution

Agencies throughout the state have deployed a number of devices used in the field. Since screen resolution across the variety of computing hardware expected to be in use, vendors must continue to support screen resolutions of 800x600pixels or better without the need to scroll the screen, while still being able to clearly read the text on the screen.

The vendor must continue to support the deployed software under this contract using the listed devices below.

### 3.2.2 Handheld Computers

A number of different types of hand-held device are deployed around the state. Each agency that may wish to participate in this project may not wish to, or have the funds to, replace existing units, so the following list includes most of the installed types of hand-held computer (PDA). The numbers below are approximate and are not guaranteed to cover all agencies, or all the device types used. However, it is important that the deployed field software will continue to support the devices below and continue to have the ability to certify new devices with the software.

• Zebra/Symbol TC70/75 Units	Android 6.3 or greater	800
• Panasonic FZ-N1/M1 Units	Windows 10	325
• Panasonic CF-33 Units	Windows 10	75
• Getac T800/UX10 Units	Windows 10	175
• Apple iPhone+ 7 or greater Units	iOS	110
• Samsung J7/S9 or greater Units	Android 8.3 or greater	350

### 3.2.3 In-Car Laptops

In general, in-car devices will have similar capabilities to laptops running Windows 10. Makes, models, memory and disk space vary across agencies. Screen Resolutions may vary.

Total Mobile Laptop Devices: 100+ units

### 3.2.4 Small-format Printers

Standard 4 inch width printers (similar to the Zebra range of printers ZQ-520/RW-420 or Brother RJ4230) must continue to be supported. It is required that the outputs make the most use of the available paper real estate, while adhering to the standard output designs for each agency.

### 3.2.5 Ancillary Devices

#### 3.2.5.1 2D Bar-code Scanners

A. Capturing input from bar-code scanners must continue to be supported.

#### 3.2.5.2 Hand-input signatures

A. Input of hand-drawn signatures directly on the device or on a separate tablet must continue to be supported.

#### 3.2.5.3 Digital Photographs

A. Where digital cameras are integral, or connected to, the field device, storage and association of the images with the record being captured must continue to be supported.

#### 3.2.5.4 GPS devices

A. Continue to capture and associate GPS coordinates for either an integrated or an externally connected GPS device into the data record being captured.

#### 3.2.5.5 Biometric Scanners

A. Devices fitted with integral or externally connected biometric scanners (e.g. fingerprint scanners) must continue to be supported so that the scanned information is included in or associated with, the record being captured or edited.

#### 3.2.5.6 Video Clips

A. If a device is configured with a video camera (either integral or externally connected), incorporation of the resulting video clip into the event record being captured or edited must continue to be supported as an optional capability.

#### 3.2.5.7 Sound Recording

A. If a device is configured with a sound recording capability, incorporation of a resulting audio file into the event record being captured or edited should continue to be supported.

### 3.3 TECHNICAL REQUIREMENTS

The system must continue to support the existing number of agencies and users. The existing system must continue to support all of the locations and users in the table below:

No.	Agency	Configuration/Size	# of Field Users-LAPTOPS	# of field users-PDA	# of Office Users	Volume of Accidents (Annual)	Volume of Citations (Annual)
1	Boulder City PD	Small	0	17	32	165	6000
2	Carlin PD	Small	0	6	1	<50	500
3	Carson City SO	Small	0	40	1	700	7,500
4	Churchill SO	Small	0	20	4	100	250
5	Douglas SO	Small	0	35	2	350	4,500
6	Elko SO	Small	0	15	10	<200	1,500
7	Elko PD	Small	0	25	6	500	1,200
8	Fallon PD	Small	0	20	6	200	900
9	Henderson PD	Medium	350	215	50	4,000	30,000
10	Humboldt SO	Small	0	15	5	60	1,500
11	LV Metro	Large	0	200	100	30,000	120,000
12	Lander County SO	Small	0	20	5	<100	150
13	Lincoln County SO	Small	0	12	5	<40	800
14	Lovelock PD	Small	0	6	2	12	70
15	Lyon County	Small	0	38	8	200	2,000



No.	Agency	Configuration/Size	# of Field Users-LAPTOPS	# of field users-PDA	# of Office Users	Volume of Accidents (Annual)	Volume of Citations (Annual)
16	Mesquite PD	Small	0	20	2	200	2,300
17	NDPS		0	0	2	0	0
18	NDOT	Small	0	0	5	0	0
19	NHP	Large		400	50	23,000	200,000
21	NLV PD	Medium	300	180	50	3,800	30,000
22	Nye CO	Medium	0	30	9	450	5,000
23	Pershing County SO	Small	0	11	2	30	300
24	Reno PD	Medium	0	238	75	3500	15,000
25	Sparks PD	Medium	0	114	15	1,600	1,400
26	UNLV PD	Small	0	38	5	200	
27	UNR PD	Small	0	40	5	70	500
28	Washoe Co SO	Medium	0	100	11	400	9,500
29	West Wendover PD	Small	0	9	2	30	1,500
30	Winnemucca PD	Small	0	9	2	150	500
31	Yerington PD	Small	0	5	2	<50	?
32	Clark County School District Police	Small	0	105	360	225	7,100
33	Clark County Parks Police	Small		18	18	?	?
34	Esmeralda County SO	Small		10	12	30	2,000
35	Eureka County Sheriff's Office	Small		15	19	50	<600
36	Fallon Paiute Shoshone Police Department	Small		10	20	8	20
37	Mineral County Sheriff's Office	Small		20	32	25	1,600
38	Pyramid Lake Tribal Police Department	Small		10	10	25	1,000

No.	Agency	Configuration/Size	# of Field Users-LAPTOPS	# of field users-PDA	# of Office Users	Volume of Accidents (Annual)	Volume of Citations (Annual)
39	Reno Tahoe Airport Police Department	Small		16	50	15	425
40	Storey County Sheriff's Office	Small		18	47	120	850
41	Washoe County School District Police	Small		22	76	70	800
42	White Pine County Sheriff's Office	Small		15	27	40	235
43	Nevada Department of Public Safety-Capitol Police	Small		16	109	?	?
44	Walker River Tribal Police Department	Small		6	9	?	?
45	Attorney General's Office	Small		?	?		?
46	College of Southern Nevada Police Department (UNLV will be combined into this agency)	Small		87	87	?	?
47	Union Pacific Railroad Police	Small		1	1	?	?
48	Department of Motor Vehicles	Small		18	18	?	?
	<b>Total</b>			<b>2,100</b>	<b>1,369</b>	<b>70,325</b>	<b>456,900</b>

The following interfaces:

Agency	Interface
The following are interfaces from Brazos Crash to 3 <sup>rd</sup> party	

Records Management Systems (RMS):	
Boulder City PD	Spillman
Carson City SO	Spillman
Clark County School District	Pro Phoenix
Douglas Co SO	Spillman
Elko SO	Spillman
Elko PD	New World
Eureka Co SO	RIMS
Fallon PD	Spillman
Henderson PD	Moto P1
Humboldt County SO	RIMS
Lander CO SO	RIMS
LV Metro PD	Moto P1
Lovelock PD	RIMS
Lyon Co SO	Spillman
Mesquite PD	Spillman
Mineral Co SO	None
NHP	Spillman
NV DPS Capitol Police	Spillman
North LV PD	Moto P1
Nye Co SO	Spillman
Pershing Co SO	RIMS
Reno PD	Tiburon
Reno Tahoe Airport PD	New World
Sparks PD	Tiburon
Storey Co SO	RIMS
UNLV/CSN	ARMS
UN Reno	Tiburon
Washoe Co School District PD	Cyrun
Washoe Co SO	Tiburon
W Wendover PD	Spillman
White Pine Co SO	RIMS
Yerington PD	Spillman
NCATS-XML crash export from Brazos to the NCATS database	
NHTSA (EDT)- XML crash export from Brazos to NHTSA that includes crashes including fatal crashes	
Citation Interfaces:	

AOC	
Mesquite Muni	
Henderson Muni	
LV Muni	
Clark County Odyssey	
Washoe County Odyssey	
Reno Muni	

The following are future interfaces that the vendor will need to implement:

FMCSA (NHP), CarFax (NHP), Nexis Lexis (NLVPD) and Vehicle Damage (CarFax, Nexis, Experian, etc.)

### 3.4 FUNCTIONAL REQUIREMENTS

- 3.4.1 Maintain the existing Brazos software product Nevada Citation & Accident System to continue the improvement of the quality, accuracy, and accessibility of data; the efficiency and safety of officers; and the timeliness and availability of data.
- 3.4.2 The selected vendor will continue to support multifunctional desktop and handheld software that the Law Enforcement Agencies within the state of Nevada are using in order to electronically capture both traffic citation and crash data. This software will continue to utilize the latest tools and technologies in order to provide the best product on the market.
- 3.4.3 The product will continue to improve officer safety and efficiency by providing continued capability for wireless queries of local, state and federal criminal justice information systems and driver (DMV) systems. Connectivity to these systems is made via the State law enforcement messaging switch, JusticeLink.
- 3.4.4 The selected vendor will continue to support the system that allows for data exchanges with other internal and external systems, e.g., the "NCATS" Repository or records management systems (RMS), per standardized data models such as the National Information Exchange Model (NIEM), and the Model Minimum Uniform Crash Criteria (MMUCC).

3.4.5 The selected vendor will continue to maintain this project with no or minimal financial impact on participating outside agencies; nor shall any participating agency be required to conduct daily business with less capabilities than they currently have in relation to the collection and dissemination of traffic citations and crash reports.

3.4.6 The selected vendor will continue to aid Nevada in improving its citation and crash data quality by maintaining a system that simplifies data entry for officers and performs validation against defined business rules.

3.4.7 The vendor will continue to provide services and support for the following agencies:

- Boulder City Police Department
- Carlin Police Department
- Carson City Sheriff's Office
- Churchill County Sheriff's Office
- Clark County School District Police
- Clark County Parks Police
- Douglas County Sheriff's Office
- Elko County Sheriff's Office
- Elko Police Department
- Esmeralda County Sheriff's Office
- Eureka County Sheriff's Office
- Fallon Pate Shoshone Police Department
- Fallon Police Department
- Henderson Police Department
- Humboldt County Sheriff's Office
- Lake Mead National Park
- Lander County Sheriff's Office
- Las Vegas Metro Police Department
- Lincoln County Sheriff's Office
- Lovelock Police Department
- Lyon County Sheriff's Office
- Mesquite Police Department
- Mineral County Sheriff's Office
- Nevada Department of Public Safety (DPS)- Nevada Highway

Patrol

- North Las Vegas Police Department
- Nye County Sheriff's Office
- Pershing County Sheriff's Office
- Pyramid Lake Tribal Police Department
- Reno Police Department
- Reno Tahoe Airport Police Department
- Sparks Police Department

- Nevada DPS- Capitol Police
- Storey County Sheriff's Office
- University of Nevada Las Vegas Police Department
- University of Nevada Reno Police Department
- Walker River Tribal Police Department
- Washoe County School District Police
- Washoe County Sheriff's Office
- West Wendover Police Department
- White Pine County Sheriff's Office
- Winnemucca Police Department
- Attorney General's Office, State of Nevada
- College of Southern Nevada Police Department
- Union Pacific Railroad Police
- Yerington Police Department
- Department of Motor Vehicles, State of Nevada
- Nevada DPS- Office of Traffic Safety
- Nevada Department of Transportation

3.4.8 Additional agencies may be added to the project by mutual written agreement of the parties. The agency sizes are defined as follows:

3.4.8.1 Medium agency: one hundred (100) or more, but fewer than four hundred (400) users.

3.4.8.2 Small agency: fewer than one hundred (100) users.

3.4.9 The vendor will continue to provide hosting for the following:

3.4.9.1 Firewall;

3.4.9.2 Anti-virus;

3.4.9.3 Production Web Server;

3.4.9.4 Production Database Server;

3.4.9.5 Test/Train Server; and

3.4.9.6 Reporting Server (Cognos)

3.4.10 The vendor will continue to provide software maintenance for the following:

- 3.4.10.1 Standard Reporting and Ad Hoc Reporting (Cognos) on hosted reporting server;
- 3.4.10.2 J-Link Software License;
- 3.4.10.3 J-Link Hosting of Software;
- 3.4.10.4 Site License Accident Reporting/eCitation;
- 3.4.10.5 Site License Server Software;
- 3.4.10.6 NV Tow Module License;
- 3.4.10.7 Software License/ SaaS;
- 3.4.10.8 Interface to NCATS;
- 3.4.10.9 Interface to State Court;
- 3.4.10.10 Interface to Local RMS;
- 3.4.10.11 Interface to NHTSA; and
- 3.4.10.12 Interface to Local Courts
- 3.4.11 The vendor will provide the following:
  - 3.4.11.1 Geo-locate crashes and citations (systemically) based upon snapping to NDOT's street centerline.
  - 3.4.11.2 Provide a crash viewer (heat map).
  - 3.4.11.3 Provide Tow Module Setup/Configuration.
- 3.4.12 The vendor will add the following agencies once mutually agreed upon:
  - Duckwater Shoshone Tribe of Nevada
  - Nevada State Parks
  - NV Taxicab Authority
  - Yomba Tribe
  - Moapa Indian Tribe
  - Reno Sparks Indian Colony
- 3.4.13 The vendor will provide the following services once mutually agreed upon:

## New Agency Implementations

### 3.4.13.1 Medium Agencies

- A. eCitation Implementation
- B. eCrash Implementation

### 3.4.13.2 Small Agencies

- A. eCitation Implementation
- B. eCrash Implementation

### 3.4.13.3 Web Only

- A. Web Only Crash Entry

3.4.14 The vendor will provide certification services for the following:

3.4.14.1 Verify new hardware and peripherals

3.4.15 The vendor will provide a Data Warehouse for the following:

3.4.15.1 Provide a copy of the Brazos Crash database for location validation and report updates by NDOT and OTS. *Note: This will replace NCATS at both locations (EITS and NDOT).*

3.4.16 The vendor will create the following:

3.4.16.1 Create a “desk” report in Brazos Crash in the Brazos Web that allows property damage reports with little to no required validations.

## 3.5 SECURITY STANDARDS

3.5.1 System shall meet or exceed all applicable Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), State Information Security Program Policy, and State and Department Security Standards related to the product or service being required/provided.

3.5.2 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).



- 3.5.3 Security requirements shall be developed at the same time system planners define the detailed requirements of the system. Requirements must permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.
- 3.5.4 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.
- 3.5.5 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.
- 3.5.6 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.
- 3.5.7 All system development projects must include a documented change control and approval process and must address the security implications of all changes recommended and approved to a particular service or system. The responsible agency must authorize all changes.
- 3.5.8 Application systems and information that become obsolete and no longer used must be disposed of by appropriate procedures. The application and associated information must be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.
- 3.5.9 Software development projects must comply with State Policy 4.100000.
- 3.5.10 Separate development, test and production environments must be established.
- 3.5.11 Processes must be documented and implemented to control the transfer of software from a development environment to a production environment.
- 3.5.12 Development of software and tools must be maintained on computer systems isolated from a production environment.
- 3.5.13 Access to compilers, editors and other system utilities must be removed from production systems.

- 3.5.14 Controls must be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.
- 3.5.15 Security requirements and controls must be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff must be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

#### **4. SCOPE OF WORK**

The scope of work is broken down into tasks, activities and deliverables. The tasks and activities within this section are not necessarily listed in the order that they shall be completed. Vendors shall reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.

All tasks performed by the awarded vendor may be reviewed by State staff.

##### **4.1 VENDOR RESPONSE TO SCOPE OF WORK**

- 4.1.1 Within the proposal, vendors shall provide information regarding their approach to meeting the requirements described within *Sections 4.3 through 4.13*.
- 4.1.2 If subcontractors shall be used for any of the tasks, vendors shall indicate what tasks and the percentage of time subcontractor(s) shall spend on those tasks.
- 4.1.3 Vendor's response shall be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

##### **4.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS**

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

##### **4.3 TASK 1: PROJECT**

###### **4.3.1 Task 1: Project**

The vendor will continue to support the following agencies that use the Brazos software:

- Boulder City Police Department
- Carlin Police Department
- Carson City Sheriff's Office
- Churchill County Sheriff's Office
- Clark County School District Police
- Clark County Parks Police
- Douglas County Sheriff's Office
- Elko County Sheriff's Office
- Elko Police Department
- Esmeralda County Sheriff's Office
- Eureka County Sheriff's Office
- Fallon Pate Shoshone Police Department
- Fallon Police Department
- Henderson Police Department
- Humboldt County Sheriff's Office
- Lake Mead National Park
- Lander County Sheriff's Office
- Las Vegas Metro Police Department
- Lincoln County Sheriff's Office
- Lovelock Police Department
- Lyon County Sheriff's Office
- Mesquite Police Department
- Mineral County Sheriff's Office
- Nevada Department of Public Safety (DPS)- Nevada Highway

#### Patrol

- North Las Vegas Police Department
- Nye County Sheriff's Office
- Pershing County Sheriff's Office
- Pyramid Lake Tribal Police Department
- Reno Police Department
- Reno Tahoe Airport Police Department
- Sparks Police Department
- Nevada DPS- Capitol Police
- Storey County Sheriff's Office
- University of Nevada Las Vegas Police Department
- University of Nevada Reno Police Department
- Walker River Tribal Police Department
- Washoe County School District Police
- Washoe County Sheriff's Office
- West Wendover Police Department
- White Pine County Sheriff's Office
- Winnemucca Police Department
- Attorney General's Office, State of Nevada
- College of Southern Nevada Police Department

- Union Pacific Railroad Police
  - Yerington Police Department
  - Department of Motor Vehicles, State of Nevada
  - Nevada DPS- Office of Traffic Safety
  - Nevada Department of Transportation
- 4.3.2 Additional agencies may be added to Brazos by mutual written agreement of the parties. The agency sizes are defined as follows:
- 4.3.2.1 Medium agency: one hundred (100) or more, but fewer than four hundred (400) users.
- 4.3.2.2 Small agency: fewer than one hundred (100) users.
- 4.3.3 The vendor will provide key personnel that includes a project manager and dedicated technical lead for the State as long as it is determined by the State as required resources.
- 4.3.4 The vendor representative will participate in; at minimum, monthly status conference calls with State of Nevada project team unless deemed unnecessary by DPS Project Manager. Additional calls may be conducted as necessary to address ongoing concerns or implementation of new agencies/enhancements.
- 4.3.5 The vendor representative will attend, in person, at minimum, quarterly meetings with State of Nevada project team. The quarterly meetings will be held in conjunction with TRCC meetings when possible.
- 4.3.6 Travel costs for vendor representatives attending these meetings will be absorbed by the vendor, and not reimbursed by DPS.
- 4.3.7 The vendor will provide a Change Management Plan that will apply to the following types of changes:
- 4.3.7.1 Any change in project scope or unplanned activity not explicitly within the scope of the Contract.
- 4.3.7.2 Modifications to approved (signed-off) project deliverables except where the deliverable has a suspected fault (e.g., where factual errors are subsequently discovered in an approved document).
- 4.3.8 When a potential change is identified by the vendor, DPS or a participating agency, it should be brought to the attention of the DPS Project Coordinator for initial evaluation and referral to the DPS Project Manager. Based on the merit of the proposed change and its potential to

impact scope, schedule, and budget, the DPS Project Manager will decide on the proper course of action. If the DPS Project Manager determines the change falls within the parameters for acceptance, the change request will be made in writing in a format acceptable to both the vendor and DPS, which will include the following information, at minimum:

- 4.3.8.1 Date required;
  - 4.3.8.2 Reason for change;
  - 4.3.8.3 Detailed description of the change; and
  - 4.3.8.4 Ramifications if the change does not take place.
- 4.3.9 Upon receipt of the proposed change by the Vendor Project Manager; it will be reviewed and returned to DPS within a mutually agreed upon timeframe, not to exceed 30 days, with the following information:
- 4.3.9.1 Detailed description of how change will be implemented, if approved by DPS;
  - 4.3.9.2 Any possible ramifications on the existing system and alternatives if applicable;
  - 4.3.9.3 Cost estimate; and
  - 4.3.9.4 Time estimate for completion if approved by DPS.
- 4.3.10 Upon receipt of the proposed change by DPS Project Manager, it will be reviewed and returned to the vendor within a mutually agreed upon timeframe, not to exceed 15 days, approving or rejecting the change, signed by DPS and the Vendor Project Managers.
- 4.3.11 The vendor will provide software support that includes the ability for users to call, e-mail or submit the issue on-line. The support hours will be Monday through Friday from 7:00 a.m. – 7:00 p.m. Central time. The holiday schedule will be outlined in the contract.

#### **4.4 TASK 2: HOSTING**

The vendor shall provide hosting services for the following existing items:

- Firewall
- Anti-virus
- Production Web Server

- Production Database Server
- Test/Train Server
- Reporting Server (Cognos)

4.4.1 The following is the minimum computing environment for the Brazos Software:

4.4.1.1 One (1) production Web server;

4.4.1.2 One (1) production database server with one production database instance;

4.4.1.3 One (1) test/training Web server with two (2) Web sites - one for the test environment and one for the training environment; and

4.4.1.4 One (1) reporting database server with three (3) database instances - one for reporting, one for the test environment and one for the training environment.

4.4.2 All of Nevada's primary and backup data will be stored within the United States. Additionally, all off-site storage of data will be retained in the United States.

4.4.3 That the vendor will continue to provide a physical and logical infrastructure that will prevent unauthorized access to data.

4.4.4 The vendor will ensure its staff adheres to Federal Bureau of Investigation Criminal Justice Information Services security requirements, policies and procedures.

#### 4.5 TASK 3: SOFTWARE MAINTENANCE

The vendor will continue to provide software maintenance for the following:

- Standard Reporting and Ad Hoc Reporting (Cognos) on hosted reporting server
- J-Link Software License
- J-Link Hosting of Software
- Site License Accident Reporting/eCitation
- Site License Server Software
- NV Tow Module License
- Software License/ Saas
- Interface to NCATS
- Interface to State Court

- Interface to Local RMS
- Interface to NHTSA
- Interface to Local Courts

#### **4.6 TASK 4: ADDITIONAL SERVICES**

The vendor will provide the following personnel/services:

- Provide a dedicated NV Project Manager
- Provide a dedicated NV Developer
- Provide additional PM, Analyst, and Development hours if needed

#### **4.7 TASK 5: GEO-LOCATE**

The vendor will continue to maintain and improve as needed the geolocation tool and map viewer:

- Geo-locate crashes and citations (systemically) based upon snapping to street centerline.
- Provide a crash viewer (heat map)

#### **4.8 TASK 6: TOW MODULE**

The vendor will provide a tow module that works with the Brazos software. The vendor will provide services to set up and configure the module.

#### **4.9 TASK 7: ADD AGENCIES**

The vendor will add agencies to the Brazos software when the agency is ready and the vendor and DPS have mutually agreed in writing. The following agencies that have shown interest in the past:

- Duckwater Shoshone Tribe of Nevada
- Nevada State Parks
- NV Taxi Cab Authority
- Yomba Tribe
- Moapa Indian Tribe
- Reno Sparks Indian Colony

#### **4.10 TASK 8: OPTIONAL ADDITIONS**

The vendor will provide services to add new agencies when it is mutually agreed upon in writing.

#### 4.10.1 New Agency Implementations

##### 4.10.1.1 Medium Agencies

- A. eCitation Implementation
- B. eCrash Implementation

##### 4.10.1.2 Small Agencies

- A. eCitation Implementation
- B. eCrash Implementation

##### 4.10.1.3 Web Only

- A. Web Only Crash Entry

##### 4.10.1.4 New Interfaces

- A. FMCSA (NHP)
- B. CarFax (NHP)
- C. Nexis Lexis (NLVPD)
- D. Vehicle Damage (Carfax, Nexis, Experian etc.)

The addition of a new agency or interface will result in at least: a one-time license fee payable in accordance with the vendor pricing, and an increase in maintenance and support fees to be paid.

#### 4.11 TASK 9: NEW HARDWARE CERTIFICATION

In order to keep the eCrash and eCitation solutions relevant for the entire State, it will be necessary to allow participating agencies to purchase new hardware approved by the State and vendor. The vendor will test and certify new hardware and peripherals as requested for a set fee each time.

#### 4.12 TASK 10: DATA WAREHOUSE

The vendor will provide a copy of the Brazos crash database for location validation and report updates by NDOT and OTS. *Note: This will replace NCATS at both locations (EITS and NDOT).* The addition of this feature will result in a one-time license fee and in maintenance and support fees.



#### **4.13 TASK 11: CRASH DESK REPORT**

The vendor will create a crash desk report in Brazos Web that allows property damage only reports to be entered into Brazos. This report will have little to no required validations.

The vendor will provide software support that includes the ability for users to call, email, or submit the issue on-line. The support hours will be Monday through Friday from 7:00 AM- 7:00 PM Central Time. The holiday schedule will be outlined in the contract.

# Estimated Pricing for eCitation and eCrash Agreement

	One-time	Annual	Total
FFY 21	\$ 162,540.00	899,713.00	\$ 1,062,253.00
FFY 22	\$ 46,750.00	899,314.39	\$ 946,064.39
FFY 23	\$ 46,750.00	923,093.82	\$ 969,843.82
FFY 24	\$ 46,750.00	947,586.64	\$ 994,336.64
<b>AGREEMENT TOTAL:</b>	<b>\$ 302,790.00</b>	<b>\$ 3,669,707.85</b>	<b>\$ 3,972,497.85</b>

## Project Task 1

Existing Agency List (costs included in other tasks)

Key Personnel

Change Management (cost based on signed agreements)

## Hosting Task 2

	Monthly	Annual
Production, Test/Train and Reporting environments included in shared hosted system		\$ 57,036.00
<b>Total</b>		<b>\$ 57,036.00</b>

## Annual Maintenance for Software Task 3

	Annual
Standard Reporting and Ad Hoc Reporting * on hosted reporting server	\$ - \$ 63,250.00
J-Link Software License	\$ - \$ 15,000.00
J-Link Hosting of Software	\$ - \$ 49,500.00
Site License Accident Reporting/ eCitation	\$ - \$ 155,701.00
Site License Server Software	
* removed due to move to shared environment maintenance	\$ - \$ -
will begin in Year 2)	\$ - \$ 20,000.00
Software License/ SaaS	\$ - \$ 9,500.00
Interface to NCATS	\$ - \$ 16,592.00
Interface to Administrative Office of the Courts (AOC)	\$ - \$ 16,592.00
Interface to Local RMS	\$ - \$ 12,155.00
Interface to NHTSA	\$ - \$ 13,440.00
Interface to NDOT	\$ - \$ 16,592.00
Interface to Local Courts	\$ - \$ 12,155.00
<b>Total</b>	<b>\$ 400,477.00</b>

#### Additional Services Task 4

	Hourly	Annual
Dedicated Project Manager		\$ 150,000.00
Dedicated Developer		\$ 185,000.00
Additional PM Hours (Optional)	\$ 120.00	
Additional Analyst Hours (Optional)	\$ 110.00	
Additional Development Hours (Optional)	\$ 150.00	
<b>Total</b>		<b>\$ 335,000.00</b>

#### Geo-locate Task 5

	One-time	Annual
Geo-locate Crashes (Accidents) systemically *based upon one GIS file		
*There may be additional fees depending upon the geolocation service selected		\$ 45,000.00
<b>Total</b>	<b>\$ -</b>	<b>\$ 45,000.00</b>

#### Tow Module Task 6

	One-time
*initial costs were covered under previous agreement	
** Annual maintenance covered in task 2	\$ 7,500.00
<b>Total</b>	<b>\$ 7,500.00</b>

#### Add Agencies Task 7

	Future Agencies	
	One-time	Annual
Duckwater Shoshone Tribe of Nevada	\$ 13,700.00	\$ 2,740.00
Nevada State Parks	\$ 13,700.00	\$ 2,740.00
NV Taxi Cab Authority	\$ 13,700.00	\$ 2,740.00
Yomba Tribe	\$ 13,700.00	\$ 2,740.00
Moapa Indian Tribe	\$ 13,700.00	\$ 2,740.00
Reno Sparks Indian Colony	\$ 13,700.00	\$ 2,740.00
<b>Total</b>	<b>\$ 82,200.00</b>	<b>\$ 16,440.00</b>

#### Optional Additions Task 8

	One-time	Annual	One-time Implementation Costs	Annual
<b>New Agency Implementations</b>				
<i>Medium Agencies (estimate 2)</i>				
eCitation Implementation	\$ 9,856.00	\$ 1,971.00	\$ 19,712.00	\$ 3,942.00
eCrash Implementation	\$ 5,214.00	\$ 1,042.00	\$ 10,428.00	\$ 2,084.00
<i>Small Agencies (estimate 3)</i>				

eCitation Implementation	\$	8,960.00	\$	1,792.00	\$	26,880.00	\$	5,376.00
eCrash Implementation	\$	4,740.00	\$	948.00	\$	14,220.00	\$	2,844.00
<i>Web Only (estimate 5)</i>								
Web Only Crash Entry	\$	3,425.00	\$	685.00	\$	-	\$	-

FMCSA SafetyNet interface for NHP			\$	9,300.00	\$	1,680.00
CARFAX interface for NHP			\$	15,000.00	\$	1,200.00
Vehicle Damage Report Interface			\$	7,000.00	\$	1,960.00
<b>Total</b>			\$	<b>102,540.00</b>	\$	<b>19,086.00</b>

#### New Hardware Certification Task 9

	One-time per Device	
Verify New Hardware and Peripherals	\$	2,500.00
Estimate 5 Devices Per Year	\$	12,500.00
<b>Total</b>	\$	<b>12,500.00</b>

#### Data Warehouse (NCATS Replacement) Task 10

	One-time (estimate)	Annual (estimate)
Provide Copy of Brazos Crash Database for Location Validation and Report Updates (replaces NCATS)		\$50,000 - \$250,000
* TBD - based on requirements		
<b>Total</b>		

#### Crash Desk Report Task 11

	One-time (estimate)	Annual (estimate)
Provide a "desk" report in Brazos Crash in Web	\$	40,000.00 \$ 11,200.00
<b>Total</b>	\$	<b>40,000.00 \$ 11,200.00</b>



**1st Year FFY21**

	annual	
Task 2: Hosting	\$	57,036.00
Task 3: Software Maint	\$	380,477.00
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	45,000.00
Task 6: Tow Module	\$	7,500.00
Task 7: Add Agencies	\$	82,200.00
Task 8: Optional Additions	\$	102,540.00
Task 9: New Hardware Cert	\$	12,500.00
Task 10: Data Warehouse		TBD based on req.
Task 11: Crash Desk Report	\$	40,000.00
<b>Total</b>	\$	<b>1,062,253.00</b>

**2nd Year FFY22**

Task 2: Hosting	\$	58,747.08
Task 3: Software Maint	\$	412,491.31
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	46,350.00
Task 7: Add Agencies- Maint	\$	16,440.00
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	19,086.00
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report Maint	\$	11,200.00
<b>Total</b>	\$	<b>946,064.39</b>

**3rd Year FFY23**

Task 2: Hosting	\$	60,509.49
Task 3: Software Maint	\$	424,866.05
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	47,740.50
Task 7: Add Agencies- Maint	\$	16,933.20
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	26,508.58
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report Maint	\$	11,536.00
<b>Total</b>	\$	<b>969,843.82</b>

**4th Year FFY24**

Task 2: Hosting	\$	62,324.78
Task 3: Software Maint	\$	437,612.03
Task 4: Additional Services	\$	335,000.00
Task 5: Geo-locate	\$	49,172.72
Task 7: Add Agencies- Maint	\$	17,441.20
Task 8: New Agency Implement (drop to 2 Small Agency and 2 Web)	\$	34,250.00
Task 8: Agency Maint	\$	34,153.84
Task 9: New Hardware Certification (estimate 5)	\$	12,500.00
Task 10: Data Warehouse Maint		TBD based on req.
Task 11: Crash Desk Report	\$	11,882.08
<b>Total</b>	\$	<b>994,336.64</b>

## ATTACHMENT BB - INSURANCE SCHEDULE FOR RFP 65DPS-S1173

### INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed by blanket endorsement to include the State as additional insured and the certificate of insurance shall include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability - can be waived if contract does not involves use of motor vehicle.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed by blanket endorsement to include the State as additional insured and the certificate of insurance shall include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**4. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**5. Network Security (Cyber) and Privacy Liability:**

**For Contracts under \$5 Million**

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

**6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)**  
Waived per Risk Management

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. As between Contractor and the State of Nevada with regard to claims for which Contractor is liable, the Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Contractor shall provide thirty (30) days prior written notice to the State in the event any policy required hereunder shall be suspended, voided or canceled, except



when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Department of Public Safety, Attn: Contracts Manager, 555 Wright Way, Carson City, NV 89711. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance and applicable endorsements (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to State of Nevada, Department of Public Safety, Attn: Contracts Manager, 555 Wright Way, Carson City, NV 89711. The State project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS: Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

<u>Sherry Clark</u>	9/29/2020	Senior Corporate Attorney
Independent Contractor's Signature	Date	Independent's Contractor's Title
<u>Amy Davey</u>	10/5/2020	Administrator, Office of Traffic Safety
Signature, State of Nevada	Date	Title