



**Public Safety Meeting**

**AGENDA**

**March 6, 2012**

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**I. CALL TO ORDER**

**II. MATTERS BEFORE COMMITTEE**

1. [Approval - Georgia Revenue Sharing Agreement](#)

**III. ADJOURN**



## Public Safety Meeting

### AGENDA

March 6, 2012

**Item:**

Approval - Georgia Revenue Sharing Agreement

**Department:**

Police

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[GA Revenue Sharing Agreement](#)

## **REVENUE SHARING AGREEMENT**

This Agreement is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Open Portal Solutions, Inc., an Indiana corporation, (hereinafter referred to as “Licensor”), and \_\_\_\_\_(hereinafter referred to as “Licensee”).

### **1. Definitions.**

“Agreement” shall mean this Agreement as executed and any other renewal Agreement between Licensor and Licensee.

“Licensor” shall mean Open Portal Solutions, an Indiana corporation or any other successor organization thereof, whereby Licensor has a contract with the State of Georgia to maintain its vehicle collision reporting system, and to exclusively sell collision reports submitted to its vehicle collision reporting system.

“Licensee” shall mean the above referenced local law enforcement agency, and includes all of such agency’s employees, agents and representatives.

“NE Crash” shall mean the vehicle collision reporting system owned by Licensor, and used for the State of Georgia.

“GEARS” shall mean the Georgia Electronic Accident Reporting System which is the authorized state maintained repository for all collision reports completed in the state of Georgia

“Report” shall mean any report or write up of any accident or collision involving motor vehicles in the State of Georgia that has been originated by Licensee using the Georgia Uniform Motor Vehicle Accident Report form.

“Outdated Report” shall mean any Report that has not been submitted timely or has been available on the vehicle collision reporting system for more than one (1) year.

“Information Card” shall mean the information cards, tear sheets, or drivers exchange report provided to Licensee that Licensee shall use to distribute the Required Information about the collision reports and where an individual may access and purchase such report.

“Required Information” shall mean the agency name, the date of the collision, and the report number.

“Report Transmission Method” shall mean one of four possible processes defined in this document (Section 2.01) which the agency chooses how it will submit reports to the NE Crash system.

“Distributed Amount” shall mean the amount that Licensor pays to Licensee for each Report which was originally submitted by Licensee, and sold by Licensor via its website [www.buycrash.com](http://www.buycrash.com). The Distributed amount for this Agreement shall be determined by the

Report Transmission Method chosen by the agency. The Distributed Amount is defined in this agreement in Section 3.01.

“Timely” shall mean that a report is sent to the NE Crash system on the day that it has completed the agencies required internal review and approval process and before it is made available for access to the public by the agency.

## **2. Licensee Commitments.**

2.01 Licensee shall exclusively and timely submit all Reports completed by Licensee to the NE Crash System via one of the following report submission Methods:

1. Timely transmission of reports to GEARS utilizing the NE CRASH software OR timely transmission of reports from Licensee’s Records Management System to GEARS utilizing the GEARS 3rd Party Interface.
2. Timely submission of reports to GEARS utilizing a local scanner and Licensee’s internet connection.
3. Timely mailing of reports to Georgia Department of Transportation.

2.02 Licensee may sell any Report or copy of any Report as long as the Report that is being sold has been submitted to the NE Crash system at the time of sale. Licensee acknowledges that payment of Distributed Amounts will only occur for Reports sold by Licensor via buycrash.com.

2.03 Licensee agrees to use the buycrash.com Information Cards, to be provided to Licensee by Licensor, designed to be given at the scene to persons involved in a vehicle collision. The purpose of the buycrash.com Information Cards is to convey relevant information (officer name, date of incident, report number, etc), including information regarding access to the collision reports via [www.buycrash.com](http://www.buycrash.com). Should the Information Cards be unavailable to Licensee at the time of a collision, Licensee agrees to convey all relevant information included in the Information Cards, and referenced herein, to the persons involved in the vehicle collision. Licensee shall use any appropriate means necessary to convey said information.

2.04 Licensee agrees to provide a link to [www.buycrash.com](http://www.buycrash.com) on their agency website (if the agency provides such a website). The link will be accompanied by text that will convey that official agency accident report copies may be obtained online by selecting the link provided.

2.05 Licensee shall use Licensee’s best efforts to enter all necessary information required for a state approved accident report accurately into the NE Crash system.

**3. Licensor Commitments.**

3.01 Licensor agrees to pay Licensee the Distributed Amount for each Report submitted by Licensee that Licensor sells via buycrash.com. Notwithstanding the foregoing, Licensor shall not pay Licensee the Distributed Amount for any Outdated Report sold through buycrash.com. The Report Transmission Method the Licensee has selected is will be \_\_\_\_\_ and the Distributed Amount will be \$\_\_\_\_\_.

<b>Report Transmission Method</b>	<b>Distributed Amount</b>
1	\$5
2	\$3
3	\$2

3.02 Licensor agrees to pay all accrued Distributed Amounts quarterly, beginning on\_\_\_\_\_. Such Distributed Amounts to be paid directly to the account given to Licensor by Licensee.

3.03 Licensor agrees to provide Licensee a quarterly accounting and detailed description of all Reports sold through buycrash.com.

3.04 Licensor agrees to provide the Information Cards to the Licensee.

3.05 Licensor agrees to provide all the necessary training and technical support to Licensee for the electronic submission of the Reports to the NE Crash system.

3.06 As the Crash Data Manager for the Georgia Department of Transportation pursuant to the agreement referenced in Section 6.05, Licensor agrees to comply with the requirements of Georgia law, including the Open Records Act, O.C.G.A. §50-18-70, et seq., in regard to the disclosure of Reports.

**4. Representations and Warranties.**

Licensor represents and warrants:

- (a) The undersigned has the full right, power and authority to sign this Agreement on behalf of Licensee.
- (b) This Agreement has been duly executed and delivered by Licensee, and constitutes the legal, valid and binding obligations of Licensee, enforceable against Licensee in accordance with its respective terms.
- (c) The execution of this Agreement will not violate, conflict with, or result in a breach of or default under any of the terms, provisions,

or conditions of any agreement or any statute, regulation, or court or administrative order or process to which Licensee is a party.

**5. Indemnity.**

5.01 Licensee and Licensor acknowledge that Licensor has no control over the accuracy or propriety of the Reports, or information contained therein, submitted by Licensee.

5.02 Licensee agrees to indemnify, defend, and hold Licensor harmless from and against any and all third party claims for losses arising out of or in any way related to the sale of any Report or information contained therein, provided that such claim arises out of the information or Report as modified by Licensee.

**6. Term.**

6.01 The initial term of this Agreement shall be one (1) year. The terms of this Agreement shall be automatically renewed each subsequent year unless Licensee provides written notice to Licensor terminating this Agreement at least thirty (30) days prior to the last day of such yearly term.

6.02 This Agreement may be terminated by Licensee for any reason. In the event Licensee terminates this Agreement, Licensor shall pay all Distributed Amounts that accrued through the termination date. All amounts received for Reports sold after the termination date shall remain the property of Licensor.

6.03 Licensor may terminate this Agreement due to Licensee's violation or breach of the terms of this Agreement or any applicable law. In the event Licensor terminates this Agreement, Licensor shall pay all Distributed Amounts that accrued through the termination date. All amounts received for Reports sold after the termination date shall remain the property of Licensor. The payment of all accrued Distributed Amounts shall in no way be considered a waiver of any cause of action Licensor may have regarding Licensee's breach of this Agreement.

6.04 Licensor reserves the right to adjust the Distributed Amount at any time. Licensor shall provide Notice to Licensee of the scheduled adjustment within thirty (30) days of such adjustment taking effect. Upon receipt of such Notice, Licensee shall have the right to terminate this Agreement without such termination being considered a breach hereof.

**7. Mutual Covenants.**

7.01 The Licensee and Licensor agree that they shall use their best efforts to perform and fulfill all conditions and obligations on their parts to be performed and fulfilled under this Agreement.

7.02 The Licensee and Licensor shall cooperate with each other in performance of all obligations under this Agreement and shall use best efforts to satisfy or cause to be satisfied, all obligations, conditions and restrictions of the parties under this Agreement.

**8. Remedies.**

8.01 If any party should violate any condition or obligation under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, either party, in addition to any other available rights or remedies, may sue in law or equity, and in such case the parties each expressly waive the defense that a remedy in damages will be adequate.

**9. Notices.**

9.01 Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Mail or private express, or by facsimile according to the following address and contact information:

If to Licensor: Open Portal Solutions, Inc.  
374 Meridian Parke Lane, Suite B  
Greenwood, IN 46142  
Phone: (317) 215-8300  
Fax: (317) 215-2217

If to Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

**10. Miscellaneous.**

10.01 This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

10.02 No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto.

10.03 No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute

a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.04 Licensee shall not assign this Agreement without the prior written consent of Licensor.

10.05 This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their successors and assigns.

10.06 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.07 Licensor shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, acts of terror, commercially unreasonable hostile acts by a third party, legal restrictions, governmental regulations or orders, or any cause beyond the control of Licensor. However, Licensor shall use diligent efforts to resume performance. This Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed ninety (90) days to remedy such failure.

10.08 This Agreement is executed and delivered in, and shall be governed, enforced and interpreted in accordance with, the laws of the State of Georgia without regard to its conflict of laws provisions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year written.

**LICENSEE:** \_\_\_\_\_

**LICENSOR: Open Portal Solutions, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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