

July 19, 2005

TO: John Szerlag, City Manager

FROM: Charles T. Craft, Chief of Police

SUBJECT: **Agenda Item** - DOCVIEW, LLC Service Agreement

RECOMMENDATION

The Police Department recommends that the City enter into a Service Agreement with *DOCVIEW, LLC*, of Lansing, MI, whereby the company will make Department traffic crash reports available on their secure website to police departments, other government agencies, insurance companies and authorized individuals. *DOCVIEW* will charge \$13.00 for each report. The City will receive \$5.00 for each report sold by the company. The Police Department currently processes approximately 3400 requests for copies of traffic crash reports per year.

The agreement will improve customer service. It will provide customers with another way to obtain copies of traffic crash reports. It will allow Police Records Clerks more time to perform other job functions. Online access to traffic crash reports will allow Police Department supervisors to respond promptly to most concerns or questions from citizens involved in traffic crashes.

BACKGROUND

The Traffic Improvement Association (TIA) makes traffic crash data available to the City of Troy Traffic Engineer and Police Department. TIA has proposed making traffic crash reports available to authorized entities through an agreement it has with *DOCVIEW, LLC*. *DOCVIEW* uses an Internet based application to facilitate the distribution of the reports. TIA will scan traffic crash reports and submit them to *DOCVIEW* electronically. *DOCVIEW* will place the reports on *TRACView*, their secure website, in that way making them available to authorized entities.

Fifty-four Michigan law enforcement agencies use *TRACView* to manage their traffic crash reports. At least, seventeen insurance companies use *TRACView* to access the reports. Authorized entities purchase approximately 1500 - 2000 traffic crash reports per month.

Reviewed as to form and legality: _____
 Lori Grigg Bluhm, City Attorney Date

Service Agreement

This Service Agreement is dated _____.

BETWEEN:

DOCVIEW, LLC of 4940 Contec Drive, Lansing, Michigan 48910

- AND -

Troy Police Department, C/O Chief Charles T. Craft, 500 West Big Beaver, Troy, MI 48084
herein ("Police Department")

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Service Agreement, the parties to this Agreement agree as follows:

Responsibilities and Compensation for each Party

1. The Police Department will accept a Maximum Compensation Rate of \$5.00 for each report downloaded by an Insurance Company. A \$5.00 compensation will also be provided to the Police Department for any report that is downloaded by a citizen or other entity (including Insurance Adjusters, Road Commissions, or other government agencies where fees are assessed, etc.) Compensation checks will be sent monthly or on a quarterly basis dated January 15th, April 15th, July 15th, and October 15th. This compensation will be provided to the Police Department from DOCVIEW, LLC via check or direct deposit. All participating Police agencies have free access to the reports that are scanned to the TRACView system.
2. With the exception of requests made through the Freedom of Information Act, the Police Department will direct **all** Insurance Companies and other entity requests (including Insurance Adjusters, Road Commissions, or other government agencies, etc.) for traffic crash reports to the TRACView system. The Police Department will continue to comply with the provisions of the Freedom of Information Act, and will continue to provide traffic crash reports to walk-in customers.
3. The Police Department understands that any legally documented Insurance Agency, Law Enforcement Agency or other entity deemed appropriate by the Police Department and DOCVIEW, LLC may access the traffic crash images.

Excuse for Delay or Failure to Perform

4. DOCVIEW, LLC will not be liable in any way for a delay, non-delivery or default due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the DOCVIEW, LLC or its partners and suppliers. However, in the event of such delay or failure to perform, the Police Department may reserve the right, in its discretion, to not comply with the requirement to direct requests to DOCVIEW.

Cancellation

5. DOCVIEW, LLC and the Police Department reserve the right to cancel this Agreement. DOCVIEW, LLC and the Police Department will provide notice of

cancellation to each other 30 days prior to the cancellation. If equipment is provided by DOCVIEW, LLC and cancellation occurs within the first year, all equipment must be returned. If the Police Department does not notify the DOCVIEW, LLC prior to the end of the first year, this agreement will be extended for succeeding one year periods unless either party notifies the other in writing at least 30 days prior to cancellation.

Notices

6. Any notice to be given or document to be delivered to either the DOCVIEW, LLC or Police Department pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified above.

Governed

7. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Arbitration

8. If any clause of the Agreement is held unconscionable or unenforceable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of the Agreement will remain in full force and effect.

Scope

9. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Risk of Loss

10. The Police Department will not be releasing original traffic crash reports to DOCVIEW, LLC. The Police Department agrees to hold DOCVIEW, LLC harmless for any loss of information from the TRACView system. The Police Department may at its expense, request backups of the data. DOCVIEW, LLC will send a DVD of the data upon receipt, in writing, of any such request from the Police Department.

IN WITNESS WHEREOF the parties have executed this Service Agreement on this date: _____.

DOCVIEW, LLC

Per: _____

Witness

Troy Police Department