



CITY COUNCIL ACTION REPORT

August 13, 2009

TO: John Szerlag, City Manager

FROM: Gary G. Mayer, Chief of Police
 Michael P. Lyczkowski, Police Lieutenant *M.L.*
 David Livingston, Police Lieutenant *DL*
 Wendell Moore, Research & Technology Administrator *WM*

SUBJECT: Cancelling Service Agreement with DOCVIEW, LLC

Background:

The City currently has a service agreement with DOCVIEW, LLC, authorized by Resolution #2005-08-379 and effective August 11, 2005, to sell Police Department traffic crash reports on their secure website. The Police Department has the right to cancel the current service agreement upon written notice to DOCVIEW, LLC at least 30 days prior to cancellation.

The Courts and Law Enforcement Management Information System (CLEMIS) is a unit of the Oakland County Department of Information Technology. CLEMIS offers affordable and efficient state of the art computer technology to criminal justice and public safety agencies. It is also a technical link for member agencies that promotes communication and sharing of criminal justice information. The Troy Police Department has been a member agency since 1976. The Chief Executive Officers of member agencies elect an advisory committee to establish procedures and rules for the operation of CLEMIS.

CLEMIS offers numerous electronic information databases and records management systems to member agencies. A recent CLEMIS application is E Crash, an electronic traffic crash reporting system. On July 24, 2009, the CLEMIS Advisory Committee approved mandatory participation in the CLEMIS E Crash application for all member agencies.

As a necessary component of the E Crash application, CLEMIS intends to sell Police Department traffic crash reports to authorized insurance companies and individuals on their secure website. CLEMIS agrees to share revenue, in the amount of \$7.00 for each report sold on their website, with the Police Department. This revenue is consistent with the fee established for Police Department reports in Chapter 60, Fees and Bonds Required, of the Troy City Code. However, it is necessary for the Police Department to cancel the service agreement with DOCVIEW, LLC before allowing CLEMIS to sell Police Department traffic crash reports on their website.

Financial Considerations:

DOCVIEW, LLC currently charges \$15.00 for each traffic crash report. According to the service agreement, the Police Department receives \$5.00 for each Troy Police Department traffic crash report sold by DOCVIEW LLC on their secure website. However, DOCVIEW, LLC has been paying the City \$7.00 for each report sold to their customers. The \$7.00 fee is consistent with the fee established for Police Department reports in an amendment to Chapter 60, Fees and Bonds Required, approved by City Council on April 20, 2009 by Resolution #2009-04-132.

CLEMIS charges a fee for each traffic crash report as established by the participating member agency. The Police Department proposes that CLEMIS charge \$14.00 for each report, of which the City receives shared revenue in the amount of \$7.00. CLEMIS retains \$7.00 as a management, maintenance and support fee.

Legal Considerations:

The City is required to cancel the service agreement with DOCVIEW, LCC before allowing CLEMIS to sell Police Department traffic crash reports on their secure website.

Policy Considerations:

Allowing CLEMIS to sell Police Department traffic crash reports on their secure website complies with the Troy City Council's goal to minimize the cost and increase the efficiency and effectiveness of City government (Goal II).

Options:

City Management and the Police Department recommend canceling the current service agreement with DOCVIEW, LLC and allowing CLEMIS to sell Police Department traffic crash reports on their secure website.

Reviewed as to form: *Susan M. Sarantis Acting on behalf of Lori B. Bluhm in her absence*
Lori Grigg Bluhm, City Attorney Date *8-13-09*

Service Agreement

This Service Agreement is dated 8-11-2005.

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: 8-11-2005

DOCVIEW, LLC

Per: Dan Puuri

Louise E. Schilling
Witness

CITY of TROY

By Louise E. Schilling
Louise E. Schilling, Mayor

By Tonni L. Bartholomew
Tonni L. Bartholomew, City Clerk

IV. Crash Report Discussion

CLEMIS Chief Jamie Hess reported programming for the CLEMIS Citation is complete and the e-commerce programming for online payments should be finalized by the end of the month.

MSP recently contacted a number of agencies re: potential grant dollars to pursue crash reports and held a Vendor demonstration. CLEMIS Manager Sullivan said a string is attached to MSP grant dollars. The UD-10 must be submitted within 72 hours of the creation of the report. The State will provide those reports to the insurance companies and capture the service fee for the reports.

CLEMIS will begin writing a Crash Report application in-house the beginning of next month that will be integrated with the CLEMIS Citation application. Crash Reports will be available to the public for a small fee. This money will be used to offset CLEMIS operations and / or fees. Hess said we may be able to secure grant funds for citation printers, servers, database software, etc.

If Crash reports are submitted through the State, CLEMIS will not have UD-10 information to interface with other CLEMIS applications. After some discussion about CLEMIS requiring data from participants, Chief Jerry Narsh of Lake Orion made the following motion:

“I MOTION CLEMIS STAFF MOVE FORWARD WITH THE DEVELOPMENT OF THE E-CRASH APPLICATION AND PROVIDE NOTICE TO THE CLEMIS FOOTPRINT FOR MANDATORY PARTICIPATION IN THE E-CRASH PROGRAM.”

The motion was seconded by Chief Lloyd Collins of South Lyon PD and the motion carried.

Chief Molloy reported CLEMIS staff developed a robust Citation program that will save street officers time and bring in new revenue. Strategic Planning recommends allowing CLEMIS in-house experts move forward with development of a Crash application.

A motion was made by Randy Secontine of OC Prosecutor's office:

"I MOVE CLEMIS STAFF BE ALLOWED TO MOVE FORWARD WITH DEVELOPMENT OF THE CLEMIS CRASH APPLICATION."

Captain Anthony Wickersham of the Macomb County Sheriff's Office seconded and the motion passed.

CLEMIS Manager Joe Sullivan explained that the CLEMIS Crash and Citation programs are integrated solutions. Looking for revenue sources, there are two possible options. The ticket convenience fee from the Citation program could offset internal costs to develop and support these solutions. And, some portion is envisioned to go into a CLEMIS fund with an agency name on it to capitalize the replacement costs of needed hardware.

Chief Molloy explained all CLEMIS members should be required to participate in the Crash application to offset CLEMIS operation costs.

Captain Mike Johnson of the Oakland County Sheriff's Office made the following motion:

"I MOVE PARTICIPATION IN THE CLEMIS CRASH APPLICATION BE MANDATORY FOR ALL CLEMIS MEMBERS."

Chief Ronald Cronin of West Bloomfield Twp PD seconded and the motion carried.