

Records Management System – Agreement

Between

THE CITY OF MEDFORD
An Oregon Municipal Corporation,
Provider
And
THE CITY OF ASHLAND
An Oregon Municipal Corporation,
Subscriber

1. PURPOSE

By this Agreement, the Provider shall furnish RMS/ARS systems, warrant confirmation and clearance from LEADS/NCIC and after hour entries into LEADS/NCIC of Missing Persons, Runaway, Stolen Vehicles, and Stolen/Lost Guns as described in Schedule A.

2. DEFINITIONS

As used in this Agreement

APD is an acronym for Ashland Police Department

ARS is an acronym for Automated Reporting System

DMV is an acronym for the Oregon State Department of Motor Vehicles

LEADS is an acronym for the Law Enforcement Data System.

MPD is an acronym for Medford Police Department

Manager means the Medford Police Records Manager

NCIC is an acronym for the National Crime Information Center

RMS is an acronym for Records Management System

System Delivery and Services means the shared RMS/ARS System intended to serve the parties as referenced in this agreement.

3. RECORDS PROCEDURES

3.1 Not later than 14 days prior to its effective date, Subscriber shall furnish Provider a complete copy of any proposed new or revised procedure, which would affect Provider's operations. Within 14 days after receipt, Provider shall notify Subscriber of any

provision, which is incompatible with Provider's operating needs. Unless Provider gives such notice, any new or revised procedure shall be accepted and implemented by Provider no later than 15 days after its receipt.

3.2 Subscriber may designate a particular procedure change as critical, where that change is required by court order or other exigent circumstances. Provider shall, to the extent possible, implement immediate procedures, which accommodate the change. If any such procedure is incompatible with Provider's operating needs, Provider shall notify Subscriber of the reasons, therefore, while still implementing the change to the greatest extent possible.

3.3 If Subscriber and Provider cannot informally resolve any dispute under paragraph 4.1 or 4.2 as to records procedures, either party may request that the differences be reviewed by the Medford Chief of Police as provide din paragraph 7.6.

4. ADMINISTRATIVE RESPONSIBILITY

4.1 Provider shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. Providers shall have full discretion and authority to assign priority service among conflicting service demands at any given time.

4.2 Provider may contract to provide services to other subscribers at its discretion, however, Provider shall undertake no such obligation which has the effect of diminishing or degrading the level of service provided to Subscriber.

5. SERVICE

The Medford Police Department Records Division shall provide services as listed in Schedule A in a manner consistent with LEADS/NCIC standards Monday – Thursday from 1700 hours until 0800 hours each day and from Friday 1700 hours until 0800 hours Monday each week.

5.1 Warrant Confirmation and clearance from LEADS/NCIC:

It will be the responsibility of the Subscriber to enter their warrants according to LEADS/NCIC guidelines, complete a warrant worksheet for each warrant, list all of the pertinent warrant information and deliver the entered warrant to the Medford Police Department Records Division immediately after entry.

The original warrant, complete worksheet and pertinent teletypes, including a copy of the LEADS/NCIC entry, will be filed in an 8.5" x 11" manila envelope. A typed label will be affixed to the top right hand corner of the envelope listing the last name, first name and middle name of the wanted person. The label shall also contain either "APD" or "Ashland PD".

Any warrant locate teletype information received by Subscriber will be relayed to the Medford Police Department Records Division as soon as possible. Upon receipt of the warrant envelope, the MPD Records Division shall enter the information into a database for tracking and file the warrant alphabetically in APD warrant files.

MPD will confirm the warrants and clear the warrants from LEDS/NCIC.

MPD Records Division shall send cleared Circuit Court warrants back to Circuit Court or to the Jackson County Sheriff's Office to be served upon receipt of the defendant. Ashland Municipal warrants will be returned to Subscriber. All completed warrant worksheets, teletypes, and empty Subscriber warrant envelopes will be returned to Subscriber via the Subscriber's courier.

Subscriber will be responsible for any LEDS/NCIC monthly and yearly validations of the warrant records. Subscriber will be responsible for Circuit Court and Ashland Municipal Court's yearly purged warrant lists, to include pulling the warrants from file, clearing from LEDS/NCIC and return of the original warrant to the appropriate court.

5.2 Entry of missing/endangered persons, runaways, stolen vehicles and stolen guns: Provider will make the entry and clearance of missing/endangered persons, runaways, stolen vehicles and stolen gun records immediately upon notification from the Subscriber's officers during the hours described above.

Entries will be made using the information verbally given by the Subscriber's officer and the information available in the RMS name files as well as DMV files.

Subscriber's records division shall be responsible for the LEDS/NCIC required double check of the entry and modification if necessary when compared to the actual police report.

Provider's records division shall date and initial the teletype entry and forward to the Subscriber via the next available Subscriber courier service on all entries.

5.3 Provider owns and administers shared RMS/ARS system, providing connectivity and security measures to Subscriber (see Schedule B for associated costs). Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their location (such as desk top computers, MDC equipment, fiber/TI connectivity to receiving points, etc) Subscriber shall be responsible for all maintenance, upgrades, and replacement of their own equipment. Provider manages RMS/ARS licensing. In the event licenses above the available number are required by Subscriber, Subscriber shall submit a request through Provider to obtain additional licenses at an additional cost to Subscriber.

6. MEETINGS

Once per year, on or about November 1, Provider will conduct a meeting with Subscriber at a mutually agreed upon location to accommodate budget planning processes. A special meeting may be requested by Provider or Subscriber representatives at any time and will be scheduled by the Records Manager at the earliest convenience of all attendees.

6.1 **MEETING RECORDS:** MPD Records Manager shall keep the minutes of all meetings between Provider and Subscriber. A location shall be provided by MPD as a permanent and accessible depository for all meeting minutes. All Provider/Subscriber

correspondence shall be in written form and copies maintained with the MPD Records Manager's records. Subscriber shall be provided a copy of all meeting records.

6.2 ADVISORY POWERS: The MPD Records Manager is advisory to the Chief of Police of the City of Medford. Consistent with laws, ordinances, and other agreements, the MPD Records Manager shall comply with recommendations regarding service delivery from the Provider and Subscriber upon approval by the Chief of Police of the City of Medford.

7. DISPUTE RESOLUTION

The Subscriber, having a concern with regard to service provided, may go directly to the MPD Records Manager to resolve the situation. If the issue is not resolved to the satisfaction of the Subscriber, the Subscriber may then go to the Administrative and Technical Bureau Deputy Chief of the Medford Police Department. If the issue is not resolved to the satisfaction of the Subscriber by the Deputy Chief, the Subscriber may bring the matter before the Chief of Police of the City of Medford, who shall investigate and recommend a resolution. In the event the issue is not resolved by the Chief of Police to the satisfaction of the Subscriber, the Subscriber may appeal to the City Manager of the City of Medford.

7.1 Should Subscriber raise a concern that substantially affects other subscribers or the overall functioning of the MPD Records Division, the Manager shall refer the concern to the governing bodies of the Provider and Subscriber for resolution. Neither party shall initiate any action of law, nor resort to any other legally available remedy without first having followed the procedure required by this section.

8. ANNUAL BUDGET RECOMMENDATIONS

The Provider and Subscriber shall abide by the budget adopted by the Medford City Council with respect to any and all fiscal matters affecting the financial responsibility of subscribers to MPD. Any program or operational changes having expenditures requiring a supplemental budget under Oregon Local Budget Law must go through all budget preparation and review stages involving the Provider and Subscriber, as set forth herein.

9. FEES

Subscriber shall pay an annual fee for services under this Agreement. That fee shall be computed as provided in Section B (Fee Schedule). Fees shall be due and payable in advance in equal quarterly installments as set forth in Schedule B. Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless Subscriber's entire account balance is still unpaid more than 45 days after written notice by Provider of intent to terminate.

10. RISK ALLOCATION

Neither party nor its officers and employees shall be considered the agents of the other for any purpose. Each party agrees to indemnify the other from claims which the indemnitor would be legally liable to pay, excluding specifically claims arising from the indemnitee's own negligent and/or intentional acts if a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made. The loss or injury sustained by the complainant resulted from the acts,

errors or omissions of the indemnitor or those for whose actions the indemnitor is responsible under the Oregon Tort Claims Act.

This mutual right to indemnity is in addition to and not in lieu of any other right or contribution or indemnity which may exist in favor of either party under Oregon Law, and the right to indemnity extends to officers, employees, and agents of the indemnity party for claims made against them because of their actions or capacity as such. "Indemnify", as used herein, means to indemnify, defend and save harmless.

11. RENEWAL, TERM AND TERMINATION

This Agreement shall be in effect commencing on the date of execution as set forth below and ending June 30, 2011. This Agreement shall be automatically renewed after the original term unless either party provides notice to the other as provided below.

Either party may terminate this Agreement at the end of the 1-year term (June 30, 2011) without penalty or cause, by written notice of intent to terminate delivered to the other party no later than January 1, 2011. If no such notice is given, the Agreement is automatically extended and shall remain in effect between the parties unless terminated in the following manner.

After the end of the original term, the Agreement may be terminated at the end of any fiscal year, without penalty or cause, by written notice of intent to terminate delivered to the other party no later than 6 months prior to the end of that fiscal year. Payment of fees shall be established pursuant to Schedule "B", attached.

11.1 NON-APPROPRIATION: Notwithstanding the termination provisions above, termination may occur for non-appropriation. Specifically, all Subscriber obligations to spend money under this Agreement are contingent upon future appropriations as part of the Subscriber budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this Agreement. As such, in the event insufficient funds are appropriated for the payments under this Agreement and the Subscriber has no other lawfully available funds, then the Subscriber may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to the Subscriber. The Subscriber shall deliver written notice to Provider of such termination no later than thirty (30) days from the determination by the Subscriber of the event of non-appropriation.

12. AMENDMENTS

The parties may, from time to time, agree to amend the provisions of any schedules attached to this Agreement, provided, however, that the method used to compute Subscriber's annual fee as set forth in Schedule B shall not be amended unless all other subscribers agree to similar amendment. Costs associated with expansion of services, or new (not replacement) equipment shall not be included in the calculation of the basic service fee without the consent of all subscribers. All amendments shall be in writing, and signed by the parties duly authorized representatives. As used in this section, "replacement equipment" means equipment which replaces a function previously performed by other equipment owned or leased by Provider, and which must be replaced because its repair or maintenance cost equals or exceeds its fair market value.

13 COMPLETE AGREEMENT

13.1 Schedules A and B, referenced herein above, are hereby incorporated as part of this Agreement as though fully reproduced herein.

13.2 This agreement represents the complete and integrated understanding of the parties with respect to all particulars covered herein. All prior agreements, written and oral, are hereby canceled. No prior written or oral representation, negotiation, or statement which conflicts with the terms hereof shall be considered to in any way modify abridge, or invalidate any provision hereof, and no evidence of such shall be admitted in any proceeding in which the terms and application of this Agreement are at issue.

14. NOTICE

Any notice required to be given to Provider under this Agreement shall be given to Provider’s Chief of Police. Any notice required to be given to Subscriber under this Agreement shall be given to Subscriber’s Chief of Police.

IN WITNESS WHEREOF the parties heave caused this Agreement to be signed in their respective names by their duly authorized representatives as the dates set forth below.

CITY OF MEDFORD, OREGON

THE CITY OF ASHLAND

By _____
Gary Wheeler
Mayor

By _____
John Stromberg
Mayor

Date _____

Date _____

Approved

Chief of Police
City of Medford

Chief of Police
City of Ashland

SCHEDULE A

WARRANT CONFIRMATION AND CLEARANCE FROM LEDS/NCIC ENTRY OF DATA INTO LEDS/NCIC

1. House Subscriber's warrant files
2. Confirm Subscriber's warrants to inquiring agencies to include sending appropriate teletype confirmation
3. Clear warrants from LEDS/NCIC upon confirmation of service
4. Return Circuit Court warrants to either the Circuit Court or the Jackson County Sheriff's Office for transport of the defendant.
5. Return Ashland Municipal Court warrants to Subscriber
- 6 Return all warrant teletypes and worksheets to the Subscriber along with Subscriber's manila envelope.
7. Enter missing/endangered persons, runaway, stolen vehicle and stolen gun entries during the hours listed upon notification from Subscriber's officers into LEDS/NCIC..
8. Date and initial LEDS/NCIC teletypes and forward to Subscriber via the next available Subscriber provided courier.

SCHEDULE B

FEE SCHEDULE FOR THE CITY OF ASHLAND

1. Subscriber's fee for services provide under this Agreement shall be the Basic Service Fee plus negotiated fee for any extended services. The fees shall be reviewed on an annual basis. Subsequent contract annual base fees shall be calculated on a three year average number of Ashland warrants confirmed/cleared and the time that it takes the Provider's records specialist to confirm and clear the warrant from LEADS//NCIC and an average of the hourly rate of pay including benefits of the Provider's records specialists. Fees will also include the Subscriber's percentage of usage of the RMS system maintenance fees.

Number of Ashland warrants confirmed/cleared;

2007 – 325 warrants

2008 – 313 warrants

2009 – 294 warrants

For an average of 311 warrants per year

It takes a Medford Police Records Specialist on average 15 minutes per warrant to confirm each Ashland warrant and clear from LEADS/NCIC. Current rate of \$32.9349/hour x 311 warrants comes to \$10,242.7539 a year.

Agreed upon fee of \$20,000 total for the budget year 2010 – 2011. Fees to cover RMS/ARS Maintenance/Licensing fees as well as the warrant confirmation/clearance and entry of Missing/Endangered Persons, Runaway, Stolen Vehicle and Stolen Guns into LEADS /NCIC during the hours mentioned in section 6.

Quarterly Due Dates shall be as follows:

July 15, 2010

October 15, 2010

January 15, 2011

April 15, 2011