

EM SUBMISSION NO.: EME 6572014

PRESENTED: 12-9-14

ADOPTED: 12-11-14

**RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE  
MICHIGAN STATE POLICE AND THE CITY OF FLINT POLICE DEPARTMENT**

**BY THE EMERGENCY MANAGER:**

Through the attached Memorandum of Agreement, the Michigan Department of State Police and the City of Flint Police Department wish to formalize their participation in the Statewide Records Management System; and

The Memorandum of Agreement delineates the deployment of the Statewide Records Management System to allow for data to be exchanged between all public safety agencies within the State of Michigan who decide to participate; and

Under the Memorandum of Agreement the City of Flint Police Department shall pay the Michigan Department of State Police \$200.00 per sworn officer per year for use of the records management systems within the Statewide Records Management System, with the pricing structure remaining in effect for a minimum of three (3) years from the date of the Memorandum of Agreement, and will not increase annually thereafter by more than five percent (5%); and

The Statewide Records Management System will consolidate law enforcement and correctional records data, information and intelligence. The parameters governing the relationship between the Michigan Department of State Police and the City of Flint Police Department are contained within the Memorandum of Agreement attached hereto and made a part hereof.

**IT IS RESOLVED** that the Emergency Manager hereby authorizes the Memorandum of Agreement between the Michigan Department of State Police and the City of Flint Police Department that formalizes their participation in the Statewide Records Management System, pursuant to the covenants set forth in the Memorandum of Agreement attached hereto and made a part hereof. Funding for the annual cost of the City of Flint Police Department's participation shall be drawn from appropriated funding available within the department's budget as directed by the Chief of Police.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

**APPROVED AS TO FINANCE:**

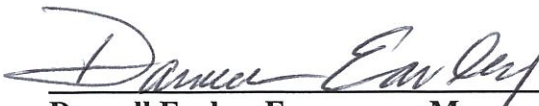
  
\_\_\_\_\_  
Gerald Ambrose, Finance Director

**EM DISPOSITION:**

ENACT ✓

REFER TO COUNCIL \_\_\_\_\_

FAIL \_\_\_\_\_

  
\_\_\_\_\_  
Darnell Earley, Emergency Manager

DATED: 12-11-2014

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MICHIGAN STATE POLICE  
AND  
THE FLINT POLICE DEPARTMENT  
FOR PARTICIPATION IN THE STATEWIDE RECORDS MANAGEMENT SYSTEM**

**I. Parties**

This Memorandum of Agreement (Agreement) is entered into by and between the Michigan Department of State Police (MSP) and the Flint Police Department (Subscriber). The MSP and the Subscriber are hereinafter collectively referred to as the "Parties."

**II. Purpose**

Most public safety agencies and supporting jail facilities manage data on persons, incidents, and activity via individualized vendor contracts that support cooperatives or utilize antiquated standalone records management systems. These existing records management systems are a generic approach and inherently do not support and/or have limited capacity to provide for inter-agency or intra-agency communication/information sharing. The MSP is deploying the Statewide Records Management System (SRMS) to allow for data to be exchanged between all public safety agencies within the State of Michigan who decide to participate in the SRMS.

Presently, approximately 50 law enforcement agencies in 10 counties within the State of Michigan utilize the SRMS. The SRMS utilizes Motorola Solutions Inc. PremierOne software and applications to share regional law enforcement information among numerous local and county public safety agencies. This initiative will consolidate law enforcement and correctional records data, information, and intelligence using the SRMS application. The SRMS will be available to all public safety agencies that want to share costs, increase data sharing, and have access to real-time data.

The purpose of this Agreement is to set forth the terms by which the Subscriber will participate in SRMS.

**III. Agreement**

The Subscriber:

1. The Subscriber shall pay the MSP \$200 per sworn officer per year for use of the records management systems within the SRMS. Sworn officer count will be based on Michigan Commission on Law Enforcement Standards sworn officer counts as of December 1 of each year. There are no associated costs for civilian personnel for the use of the systems. This pricing structure will remain in effect for a minimum of 3 years from the date of this agreement and will not increase thereafter annually by more than 5%.
2. The Subscriber shall have no subscriber fees for two years following the date of initial deployment to Flint Police Department. Starting at the beginning of year three, the Subscriber shall pay all invoices received for participating in the SRMS within 30 days of receipt of an invoice.
3. The Subscriber shall pay all fees associated with the Subscriber's local connection to the SRMS.
4. The Subscriber shall be responsible for the accuracy of all content entered into the SRMS by the Subscriber's users.
5. The Subscriber shall be responsible for ensuring the Subscriber's users comply with state and federal laws, regulations, rules, policies and procedures regarding the use of and dissemination of information within the SRMS.

6. The Subscriber and the Subscriber's users shall safeguard the SRMS information and prevent disclosure of information belonging to other agencies. The Subscriber and the Subscriber's users shall not disclose information entered into SRMS by another agency without obtaining written approval from an authorized representative of the agency that entered the information.
7. The Subscriber shall ensure all of the Subscriber's users receive proper training on all policies and procedures relating to the use of the SRMS. This training shall include procedures on dissemination of information contained within the SRMS.
8. To support the network connection to the SRMS server environment located in Saginaw County, the Subscriber agrees to abide by the terms contained in Attachment A, "Saginaw County Remote Access Policy and Agreement."
9. In the event this Agreement is terminated early, the Subscriber shall be liable to the MSP for all unpaid invoices for the SRMS.
10. The Subscriber agrees to pay all costs incurred by the MSP to extract a copy of the Subscriber's data and return it to the Subscriber as detailed in Section VI.3, "Term and Termination," below.

The MSP:

11. The MSP will provide, as needed, technical resources to ensure accessibility and efficient operation of the SRMS on a 365x24x7 basis.
12. The MSP shall send an invoice to the Subscriber in the fourth quarter of each calendar year for use of the records management system within the SRMS.
13. The MSP will provide notification to the Subscriber's designated point of contact at least 10 days in advance of all maintenance windows, software and application updates, and network changes that will impact access to the SRMS network. In the case of an emergency or other unplanned event, the 10-day advance notice requirement shall be waived and any necessary maintenance shall be performed as soon as practical in order to resolve any security and/or data integrity threats. Notice shall be provided to the Subscriber's designated point of contact as soon as possible after such emergency or other unplanned event is resolved.
14. The MSP will test all application upgrades and patches for the SRMS and apply applicable updates to the SRMS when MSP quality assurance standards are met.
15. The MSP shall facilitate quarterly SRMS regional group meetings geographically around the state. The geographic boundaries will align with the MSP district boundaries. Participants in each regional group will be a representation of the SRMS user base within the geographic boundary and will be selected by MSP. Each regional group will elect a member to serve on the advisory committee which has been named the Committee on Operations, Procedures, and Standards (COPS). The COPS committee shall:
  - a. Meet quarterly.
  - b. Recommend efficiencies that allow the SRMS to provide the highest level of service.
  - c. Serve as a conduit for two-way communication between participating agencies.
  - d. Ensure efficient communications between the MSP and the regional groups.
  - e. Include representation from users of SRMS.
  - f. Include at least one representative from every participating agency with over 1,000 users.
  - g. The City of Flint Police Department is to be invited to participate in the 3<sup>rd</sup> District regional meetings.
16. The MSP shall include at least one representative from the Subscriber on the regional group.
17. The MSP will provide services in accordance with a Service Level Agreement which shall be mutually agreed upon by the parties within ninety (90) days of execution of this Agreement.

18. The MSP shall provide the Subscriber adequate classroom-style training for product launch, as well as annual training for efficient use of the SRMS. Additional annual recurrent trainings for the Subscriber may be in the format of on-site classroom-style, on-line video or written documents. On-site recurrent training will not exceed five days annually and the Subscriber shall pay a fee of \$500.00 per day for this training. For recurrent training the Subscriber will identify a department member who will work with the SRMS staff to prepare relevant training targeting specific needs of the agency.
19. Should the Subscriber purchase from Motorola Solutions, Inc. a reporting data warehouse solution, MSP will support the ability for real-time backup of Subscriber data to the hardware solution.
20. The Parties agree the MSP is not responsible for the accuracy of information entered into the SRMS by any agency other than the MSP.

The Parties:

21. The Parties agree that the MSP will not provide a refund of SRMS user fees to the Subscriber, in the event the Agreement is terminated early as provided for below in Section VI, "Term and Termination."
22. Parties agree that the MSP has the right to immediately terminate the Subscriber's or a Subscriber's user's access to the SRMS for failure to abide by the terms of this Agreement.
23. The Parties agree that no personnel shall be deemed to be employees or agents of the other party for any purpose whatsoever.
24. The Parties agree that any and all liability for acts or omission of each party's personnel shall be the sole responsibility of the person and the party involved.
25. The Parties do not expressly or impliedly assume any liability for the acts or omission of the other party or the other party's personnel.
26. Within ninety (90) days of execution of this Agreement, the Parties will develop a Project Charter. These documents that will define timeline, project issues, customizations, a Statement of Work, and any clarification of any incurred costs.

#### **IV. Point of Contact**

The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

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**For the Subscriber:****Primary Contact:**

Name/Title Chief James Tolbert  
Agency Flint Police Department  
Address1 210 East Fifth Street  
Address2 Flint, MI 48502  
Email Jtolbert@cityofflint.com  
Office number (810) 237-6868  
Fax number (810) 237-6960

**Alternate Contact:**

Name/Title Chief Leigh Golden  
Agency Flint Police Department  
Address1 210 East Fifth Street  
Address2 Flint, MI 48502  
Email lgolden@cityofflint.com  
Office number (810)237-6908  
Fax number (810)237-6969

**For the Michigan State Police:****Primary Contact:**

Ms. Dawn Brinningstaul  
Director, Criminal Justice Information Center  
333 South Grand Avenue  
Lansing, Michigan 48909  
BrinningstaulD@michigan.gov  
Office: 517-241-0421  
Fax: 517-241-1644

**Alternate Contact:**

Mr. Robert Phelps  
Manager, Criminal Justice Information Center  
333 South Grand Avenue  
Lansing, Michigan 48909  
PhelpsR1@michigan.gov  
Office: 517-241-0057  
Fax: 517-241-1904

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**V. Other Provisions**

1. This Agreement is governed by and must be construed in accordance with the laws of the State of Michigan.
2. The failure of a party to insist upon strict adherence to any term in this Agreement shall not be considered a waiver, or deprive the party of the right to later insist on strict adherence to that term of this Agreement.
3. Section headings are for convenience and must not be used to interpret the scope, the Parties' intent, or in any way affect this Agreement.

**VI. Term and Termination**

1. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and shall remain in effect for three years from the effective date, unless terminated early or extended as hereinafter set forth.
2. Either party may terminate this Agreement for any reason by providing at least 90 days advance written notice of termination to the non-terminating party.
3. Upon termination, the Subscriber and/or the MSP will extract a copy of the Subscriber's data contained in the SRMS if necessary and provide the extracted copy of the Subscriber's data to the Subscriber in an electronic format in a comma separated value file or other mutually agreed upon format. Cost incurred to extract and return the data to the Subscriber will be the terminating party, unless the termination is resultant from a breach of this Agreement, in which case costs shall be the responsibility of the breaching party.

**VII. Entire Agreement and Amendment**

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, agreements, and other communication between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

### VIII. Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the governmental agency and by doing so does hereby bind the governmental agency to the terms of this Agreement.

### IX. Signatories

#### For the Michigan Department of State Police:

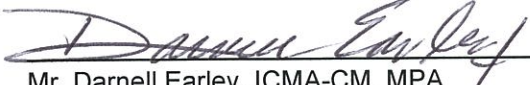
\_\_\_\_\_  
Ms. Dawn Brinningstaull, Division Director  
Criminal Justice Information Center

\_\_\_\_\_  
Date

#### For the Subscriber:

  
\_\_\_\_\_  
Chief James Tolbert  
City of Flint Police Department

12/12/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mr. Darnell Earley, ICMA-CM, MPA  
Emergency Financial Manager, City of Flint

12/11/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Honorable Dayne Walling  
Mayor, City of Flint

12/11/14  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

12-9-14  
\_\_\_\_\_  
Date