DCI SERVICING AGREEMENT BETWEEN
THE LINCOLN COUNTY COMMUNICATIONS CENTER AND
THE LINCOLNTON POLICE DEPARTMENT

This DCI Servicing Agreement (the "Agreement") is made this ____ day of _____, 20___ by and between Lincoln County *by and through* the Lincoln County Communications Center (the "Servicing Agency") and the City of Lincolnton *by and through* the Lincolnton Police Department (the "Recipient Agency") for the purposes and considerations hereafter set forth herein.

I. PURPOSE. The Purpose of this Agreement is to outline the responsibilities of each agency in regard to record-transactions to the State Bureau of Investigation (S.B.I.) Division of Criminal Information; the verifications, validations and "hit" confirmations of such transactions; and the use of information obtained from the S.B.I. Division of Criminal Information computer system through this agency.

II. RESPONSIBILITIES OF SERVICING AGENCY. The Servicing Agency agrees to provide DCI Information access to the Recipient Agency twenty-four (24) hours a day, seven (7) days a week. This telecommunication includes:

(A) Making all the necessary transactions requested by the Recipient Agency to the SBI Division of Criminal Information computer system concerning stolen property, wanted persons and missing persons.

(B) Providing the Recipient Agency with a copy of all transactions made through the SBI Division of Criminal Information computer system on behalf of the Recipient Agency, if requested.

(C) Entering complete and accurate data into the DCI/NCIC files as provided by the Recipient Agency.

(D) Making all transactions to the DCI computer system in a timely manner, which means immediately following receipt of request(s) and all necessary information.

(E) Verifying and documenting all DCI/NCIC record entries, cancellations, clears, or modifications made with the Recipient Agency's ORI number.

(F) Providing "hit" confirmations – transactions for data entered into the DCI/NCIC file for the Recipient Agency 24-hours a day in the manner agreed upon in Section III.F of this Agreement.

III. RESPONSIBILITIES OF RECIPIENT AGENCY. The Recipient Agency agrees to comply with the following policies and procedures in order for the Servicing Agency to provide proper information to the SBI Division of Criminal Information for the Recipient Agency:

(A) Data provided to the Servicing Agency to be entered into the SBI Division of Criminal Information computer system shall be factual information collected by criminal justice personnel in the performance of the administration of criminal justice.

(B) Data provided to the Servicing Agency to be entered into DCI shall be complete, accurate and substantiated by a written report.

(C) In order for the Servicing Agency to make all transactions into the SBI Division of Criminal Information computer system in a timely manner, all requests for transactions should be made immediately after receiving valid reports or locating and/or recovering stolen property or missing and/or wanted persons.

(D) The printout copy of record transactions made by the Servicing Agency on behalf of the Recipient Agency should be verified by Recipient Agency for accuracy and completeness, if any discrepancies are noted, Servicing Agency should be notified immediately.

(E) DCI/NCIC validations shall be performed in the manner required by the SBI Division of Criminal Information. A copy of the validations shall be provided to the Servicing Agency after the validation is performed in order for the Servicing Agency to verify their records and make any necessary changes.

(F) In order for the Servicing Agency to provide "hit confirmation" information through the SBI Division of Criminal Information computer system 24 hours per day, on records belonging to the Recipient Agency, the Servicing Agency's telephone number must be placed in the miscellaneous field of each entry.

The following procedures will be followed:

(1) The **Lincoln County Communications Center**, as the Servicing Agency, upon receipt of a "hit confirmation" shall contact the **Lincolnton Police Department**, as the Recipient Agency, to confirm record. It is the responsibility of Lincolnton Police Department to confirm that an able body will be available for said confirmation 24 hours per day.

(2) The **Lincolnton Police Department**, as the Recipient Agency, will provide the **Lincoln County Communications Center**, as the Servicing Agency, with a copy of the original report and all supplementals and therefore authorizes the Servicing Agency to be the official holder of said records and to confirm hits.

IV. USE OF ORIs IN TRANSACTIONS. Both agencies agree that in DCI/NCIC record transactions, the ORI of the official holder of the record should be used. It is also agreed that the designated official record holder is the Lincolnton Police Department (ORI NC0550100) and such agency shall be liable for record accuracy, completeness and verifications of all "hit confirmations."

V. TERMINATION OF AGREEMENT AND SERVICES. Either agency has the right to terminate this Agreement upon determination that any applicable law, rule or regulation has been violated. Also, either agency has the right to terminate this Agreement if it is determined that the terms of this Agreement have been violated. It is further agreed that transactions made to the SBI Division of Criminal Information on behalf of the Recipient

Agency are provided as a service and this service may be discontinued by the Servicing Agency if, at any time, this service becomes a burden on the Servicing Agency due to personnel, manpower or computer system availability.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on behalf of their respective agencies, the executing individuals being duly authorized, all as of the day and year first above written.

Servicing Agency
Lincoln County Communications Center

By: _____
Name: William D. Gibbs
Title: Director

Lincoln County

By: _____
Name: Davin W. Madden
Title: County Manager

Recipient Agency
Lincolnton Police Department

By: _____
Name: Brian Greene
Title: Chief of Police

City of Lincolnton

By: _____
Name: Ritchie Haynes
Title: City Manager