

TUCKER COUNTY E-911 COMMUNICATIONS CENTER POLICY
For
RELEASE/RETENTION OF RECORDS

In compliance with West Virginia Code §24-6-13, all calls for emergency service which are recorded electronically, in writing or in any other form are to be kept confidential by the county answering point, receiving the call and may be released only pursuant to an order entered by a court of competent jurisdiction, a valid subpoena or through the course of discovery in a criminal action requiring the release of the information. *Provided*, That nothing contained in this section may be construed as preventing the county answering point from releasing information to a responding agency as may be necessary for that agency's response on a call or the completion of necessary reports relating to that call. *Furthermore*, Nothing in this policy may be construed as prohibiting a freedom of information request under West Virginia Code §29-B-1-1 for information relating to the operation of the center or to calls for emergency service which do not involve reporting of alleged criminal conduct.

I. RETENTION OF RECORDS

- a. All calls for emergency service which are recorded electronically, in writing or in any other form are to be maintained for a period of at least ninety days.
- b. This period may be extended if required by an order entered by a court of competent jurisdiction or a valid subpoena.

II. REQUEST/RELEASE OF DISPATCH/RADIO LOGS, INCIDENT CARDS, TRANSCRIPTIONS AND/OR TAPE RECORDINGS

- a. All persons or entities requesting any type of information from an answering point will be required to submit the request in writing.
- b. An information request form will be supplied to the requestor by the answering point and must be completed before any researching is started.
- c. All calls for emergency service reporting alleged criminal conduct which are recorded electronically, in writing or in any other form are to be kept confidential by the county answering point receiving the call and may be released only pursuant to an order entered by a court of competent jurisdiction, a valid subpoena or through the course of discovery in a criminal action requiring the release of the information.
- d. A county answering point may release information to a bonafide law enforcement agency, the prosecuting attorney of a county or a United States attorney pursuant to a lawful criminal investigation.
- e. Upon proper request and payment of a reasonable fee (see Section III, Fee Schedule) set by the answering point Director to cover the cost of reproduction, a person or entity may obtain, without court order or a valid subpoena, a transcription of a call for emergency service reporting alleged criminal conduct.

- f. The answering point shall exclude from the transcription any information relating to the identity, but not limited to:
 - i. The caller's name
 - ii. The caller's address
 - iii. Telephone number
 - iv. The caller's location in relation to the alleged offense or the alleged perpetrator
- g. If the transcript of a call is such that it cannot be successfully redacted so as to protect the identity of the caller the answering point may decline to provide the transcript.
- h. Should the answering point decline to release the transcript for this reason, the person requesting the transcript may apply to a court of competent jurisdiction for a court order releasing the transcript.

III. FEE SCHEDULE

- a. Staff Time
 - i. A minimum of \$50.00 will be charged for all requests made. This cost will cover researching the information and the first hour required to make copies.
 - ii. An additional \$25.00 will be charged for every additional hour after the first (based on anything over 15 minutes).
- b. Tape Requests
 - i. The \$50.00 fee above will include one CD.
 - ii. Any additional copies will require a charge of \$15.00 plus the appropriate Staff Time fee.
- c. Transcripts
 - i. Transcript fees will be charged at the actual rate charged to the center for the transcript plus an additional 10% for redaction and handling.
- d. Radio/Dispatch Logs & Incident Cards
 - i. Copies of these items will be provided at a charge of \$2.00 per page.
- e. Requests to Review in House
 - i. The fee to review records in the answering point without making duplicates will be charged at the Staff Time rates (see Section III Item a)
- f. Shipping/Delivery
 - i. If tapes are shipped to someone they will be sent COD or UPS and the recipient will be responsible for the cost.
- g. Member Agencies
 - i. Agencies using the services of the answering point (i.e., police, fire, EMS, Prosecuting Attorney) [herein after referred to as "Member Agencies"] will be exempt from the above stated fees however, Member Agencies shall provide a cassette tape when requesting a copy of the Master Tape.

- h. Payment
 - i. The payment of all fees listed will be required prior to release of said documentation.

IV. EXEMPTIONS

- a. Except as provided by the provisions of this policy and by West Virginia Code §24-6-13, calls for emergency service to a county answering point are not confidential.
- b. Nothing in this policy requires disclosure of any information that is specifically exempt from disclosure by statute. Except as otherwise provided in this policy, nothing prohibits disclosure of information that is not specifically exempted from disclosure under a provision of West Virginia Code §24-6-13.

V. LIABILITY & ACCOUNTABILITY

- a. Every county answering point shall make this written policy available to the public in compliance with West Virginia Code §24-6-13.
- b. No answering point or center personnel shall be civilly liable for any injury arising from disclosure of information pursuant to the provisions of West Virginia Code §24-6-13.