

STATE OF GEORGIA  
COUNTY OF HENRY  
CITY OF STOCKBRIDGE

RESOLUTION

R17-812

A RESOLUTION AUTHORIZING THE CITY OF STOCKBRIDGE TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY AND GEORGIA CRIME INFORMATION CENTER, NATIONAL CRIME INFORMATION CENTER, AND CRIMINAL JUSTICE INFORMATION SYSTEM REGARDING GUIDELINES TO ENSURE SECURITY, PRIVACY, ACCURACY AND COMPLETENESS OF CRIMINAL HISTORY CHECKS; APPOINTING AN AGENCY HEAD; APPOINTING A PRIMARY TERMINAL AGENCY COORDINATOR AND AN ALTERNATE TERMINAL AGENCY COORDINATOR; PROVIDING FOR TRAINING RESOURCES AS NECESSARY; AUTHORIZING MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

**WHEREAS**, the City is empowered pursuant to Section 4.10 of the City Charter to prescribe the functions or duties and establish, abolish, or alter all non-elective offices, positions of employment, departments and agencies of the City;

**WHEREAS**, the City operates and manages its municipal court to enforce ordinances and state law;

**WHEREAS**, the City has previously adopted a resolution dated March 9, 2015 approving the execution of a user agreement ("User Agreement") with the Georgia Crime Information Center ("GCIC"), the National Crime Information Center ("NCIC"), and the Criminal Justice Information System ("CJIS") to establish guidelines to ensure the security, privacy, accuracy and completeness of dissemination of record information, including wanted/missing persons, drivers' histories, criminal histories, hit procedures, guns, articles, boats and securities, a copy of said resolution being attached hereto as Exhibit "A" and made a part hereof;

**WHEREAS**, under the previous agreement, the presiding Municipal Court Judge was designated as the Agency Head, the Municipal Court Clerk was designated as the Terminal Agency Coordinator, and the Deputy Municipal Court Clerk was designated as the Alternate Terminal Agency Coordinator;

**WHEREAS**, the City finds it necessary to execute a new User Agreement to designate an Agency Head and confirm a new Terminal Agency Coordinator and Alternate Terminal Agency Coordinator, as described in the proposed new User Agreement, attached hereto as Exhibit "B"; and

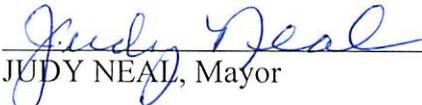
**WHEREAS**, the City wishes to authorize the Mayor to execute the User Agreement attached as Exhibit "B".

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

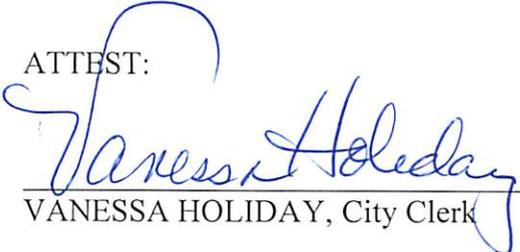
1. **Agency Head.** The City Council hereby reaffirms that the duties of Agency Head specified in the User Agreement. The City Council hereby designates the City Clerk as the Agency Head, authorized to fulfill all duties required pursuant to the User Agreement.
2. **Terminal Agency Coordinator.** The City Council hereby affirms the duties of Terminal Agency Coordinator specified in the User Agreement. The City Council designates the City Clerk as the Terminal Agency Coordinator, authorized to fulfill all duties required pursuant to the User Agreement.
3. **Training Resources.** The City shall provide training and certification resources necessary for the aforementioned designees to perform the duties described in Exhibit "B" and all other duties required by law in an expeditious and financially prudent manner. In the event the City finds it ' necessary to fulfill the role of TAC during the training and certification period, the City may appoint a law enforcement officer to temporarily complete said duties.
4. **Approval of Execution.** The City hereby approves the new User Agreement attached hereto as Exhibit "B," and the Mayor is hereby authorized to execute said User Agreement between the City of Stockbridge and the GCIC, NCIC and CRS. All other policies and regulation of the City previously in existence which relate to GCIC, NCIC and CRS shall remain in full force and effect.
5. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement, subject to approval as to form by the City Attorney.
6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

8. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

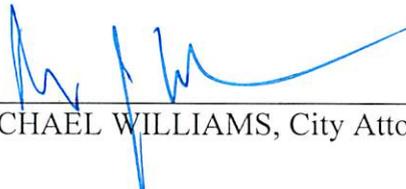
SO BE IT RESOLVED this 25<sup>th</sup> day of April 2017.

  
\_\_\_\_\_  
JUDY NEAL, Mayor

ATTEST:

  
\_\_\_\_\_  
VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHAEL WILLIAMS, City Attorney



Non-Terminal Agency Provisions

\_\_\_\_\_ (Agency Head initials)

GCIC agrees to allow CJIS network service for a Non-Terminal Agency via a designated Terminal Agency. Unless otherwise restricted by GCIC, the Non-Terminal Agency is authorized full access to all CJIS network services and files.

The Non-Terminal Agency agrees to enter into a *Holder of Record Agreement* or *Network Service Agreement* with the Terminal Agency providing CJIS network service for all entries of wanted/missing persons, and/or stolen/abandoned property records, and/or sex offender records, and/or protection order records, unless otherwise restricted.

**Restrictions:** \_\_\_\_\_

(No entry of wanted/missing person and/or stolen abandoned property records, and/or sex offender records, and/or protection order records.)/ (None.)

Terminal Agency Provisions

\_\_\_\_\_ (Agency Head initials)

GCIC reserves the right to approve/disapprove the location of any device(s) at a Terminal Agency, in advance of such placement. Upon completion of the installation of a CJIS network device, the Terminal Agency agrees that its equipment is compatible with GCIC standards. GCIC will make the final determination. The Terminal Agency agrees to assume responsibility for all costs associated with the installation and operation of its device(s). The Terminal Agency further agrees to maintain current maintenance contracts with appropriate vendors, including private internet service providers for the devices, modems, routers, servers and diagnostic devices that connect to the CJIS network.

GCIC will provide training materials, guidelines and instructions for CJIS network terminal operators to the Terminal Agency, which is responsible for ensuring that all CJIS related training is provided as described in GCIC Council Rule 140-2-.16 (Amended).

The Terminal Agency agrees to appoint a Terminal Agency Coordinator (TAC) and to require the TAC and all terminal operators to be trained and certified as required by GCIC Council Rule 140-2-.16 (Amended).

The Terminal Agency agrees to follow procedures and techniques established by GCIC. GCIC agrees to provide assistance to the Terminal Agency to assure timely, efficient and accurate CJIS network operations.

The Terminal Agency agrees to obtain, at agency expense, SSL VPN user IDs and/or implement an approved encryption solution, whichever is applicable to the Terminal Agency network connection. The Georgia Technology Authority assigns and controls SSL VPN user IDs and a monthly fee is required. Also, the Terminal Agency agrees to obtain user IDs for applications provided by GCIC. The Terminal Agency further agrees not to allow the sharing of any user IDs that access the CJIS network and will ensure all unused user IDs are removed when no longer needed.

Upon request, the Terminal Agency agrees to provide a Non-Terminal Agency the necessary assistance to process criminal justice information and communications through record inquiries, message transmittals and/or record entries in accordance with GCIC and FBI/NCIC standards. When furnishing assistance to a Georgia criminal justice agency, the Terminal Agency will limit access of information, including criminal history record information (CHRI) to those agencies and its employees who already have User Agreements on file with GCIC and to agencies authorized to receive such information.

**Restrictions:** \_\_\_\_\_  
(No entry of wanted/missing person and/or stolen abandoned property records.)/ (None.)

### Regional Dispatch Centers

Regional Dispatch Centers shall, upon request, assist criminal justice agencies in criminal justice information processing and communications through record inquiries, message transmittals, or record entries **using the ORI of the requesting agency** in keeping with GCIC standards. Service Agreements shall be executed as required by GCIC Council Rule 140-2-.13.

“P” Ending ORI \_\_\_\_\_ (Agency Head initials)

The Regional Dispatch Center agrees **not** to access, collect, store, or disseminate CHRI.

The Regional Dispatch Center agrees to access and disseminate driver history (DDS) and vehicle registration (DOR) information only for law enforcement and criminal justice purposes as outlined in DDS and DOR law, rules and regulations concerning access, dissemination and logging of such.

“N” Ending ORI \_\_\_\_\_ (Agency Head initials)

The Regional Dispatch Center agrees to limit access to CHRI to those criminal justice officials and agencies entitled to such access and **only access CHRI using the ORI number of the requesting agency**. Further, the User Agency agrees to access and disseminate CHRI only in accordance with the Rules of the GCIC Council and Georgia statutes implemented by the Rules and NCIC policy.

The Regional Dispatch Center agrees to access and disseminate driver history (DDS) and vehicle registration (DOR) information only for law enforcement and criminal justice purposes as outlined in DDS and DOR law, rules and regulations concerning access, dissemination and logging of such.

The Regional Dispatch Center agrees to disseminate CHRI to those private companies or corporations that can legally receive it. Private probation companies must have an approved contract with a court in order to obtain full CHRI as allowed by GCIC/NCIC policy.

**Restrictions:** \_\_\_\_\_

Requests from non-criminal justice agencies will be processed in strict compliance with GCIC Council Rules. GCIC reserves the right to restrict the type and scope of data to which the Regional Dispatch Center may have access.

Private Probation Agency Provisions \_\_\_\_\_  
(Agency Head initials)

A private probation agency must have a written contract with a court or multiple courts to provide specific services for the administration of criminal justice, e.g. probation services. The contract between a private probation agency and the criminal justice agency or agencies must incorporate the Security Addendum approved by the Director of the Federal Bureau of Investigation (FBI), acting for the U.S. Attorney General. The Security Addendum authorizes access to criminal history record information and criminal justice information, limits use of the information to the specific purpose for which it was provided, ensures the security and confidentiality of the information consistent with applicable laws and regulations, provides for sanctions and contains such other provisions as the FBI Director (acting for the U.S. Attorney General) may require pursuant to 28 CFR 20.33 (a) (7). Employees must submit to a fee-based FBI fingerprint background check.

**Restrictions:** \_\_\_\_\_  
(No entry of wanted/missing person and/or stolen abandoned property records)/(None)

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date set forth below:

User Agency Head

Deputy Director for GCIC

Signature/Title

Signature

Print Name

Print Name

Date

Date

Mail the signed GCIC CJIS User Agreement to:  
GCIC Director  
P.O. Box 370808  
Decatur, Georgia 30037-0808