



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3232

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor, through his designee the City Attorney, to execute a Criminal Justice Agency Access Agreement between the City Attorney's Office and the Alabama Law Enforcement Agency (ALEA).

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor, through his designee, the City Attorney, is hereby authorized to execute a Criminal Justice Agency Access Agreement by and between the City Attorney's Office of the City of Huntsville and the Alabama Law Enforcement Agency (ALEA) on behalf of the City of Huntsville, which said Agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Criminal Justice Agency Access Agreement between the City Attorney's Office of the City of Huntsville and Alabama Law Enforcement Agency (ALEA)," consisting of eight (8) pages, including attachments, and the date of August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, or his designee, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Mayor through his designee, the City Attorney, is hereby authorized to execute any and all such documents necessary to effect and complete the Agency Access Agreement contemplated therein, and to authorize the payment of any fees for services received.

ADOPTED this the 10th day of August, 2023.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama



Criminal Justice Agency Access Agreement

This document constitutes an agreement between the
Alabama Law Enforcement Agency ("ALEA"),

an agency of the State of Alabama,
with headquarters at 201 South Union Street, Montgomery, Alabama 36104 and the

Huntsville City Attorneys Office (User Agency Name)

located at
User Agency Headquarters

308 FOUNTAIN CTR

Physical Address

Huntsville, AL, 35801

City/State/Zip

Madison

County

308 FOUNTAIN CTR

Mailing Address

Huntsville, AL 35801

City/State/Zip

256-427-5026

Phone

This Agreement is intended for all agencies that access an ALEA State Bureau of Investigation Criminal Justice Information Services Division (ALEA CJIS) information system through a direct network connection, the Internet, or a wireless data provider. This Agreement is further intended to reference the rules and procedures for access to all ALEA CJIS information systems regardless of the User Agency's full or limited access to the ALEA CJIS information systems. If the User Agency does not perform a specific function, the provisions regarding that function will not apply to that User Agency.

Witnessed that:

Whereas, § 41-9-591(a), Ala. Code 1975, authorizes the Alabama Justice Information Commission ("the Commission") to establish policies and procedures for the interstate and intrastate accumulation, storage, retrieval, analysis, and dissemination of criminal history information.

Whereas, § 41-9-591(a), Ala. Code 1975, authorizes ALEA to administer the Commission's policies and procedures and to operate ALEA CJIS information systems for the purpose of accessing, accumulating, storing, retrieving, analyzing, and disseminating criminal justice-related information.

Whereas, § 41-9-591(a), Ala. Code 1975, authorizes ALEA to operate and regulate the Criminal Justice Network (CJN) as an interagency information and data-sharing network for use by Alabama's criminal justice agencies.

President of the City Council of the
City of Huntsville, Alabama

Date: August 10, 2023

Whereas, the Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (FBI CJIS), designated ALEA as the CJIS Systems Agency (CSA) for the state input, retrieval, and exchange of criminal justice information for all of FBI CJIS operations including the Interstate Identification Index (III), the Integrated Automated Fingerprint Identification System (IAFIS), the National Instant Background Check System (NICS), the National Data Exchange System (N-DEX), Uniform Crime Reporting (UCR), and the National Crime Information Center (NCIC).

Whereas, ALEA is the central access and control agency for state input, retrieval, and exchange of criminal justice information in Nlets, the international justice and public safety network for interstate sharing of criminal justice information for all states and territories within the United States and Canada.

Whereas, ALEA is responsible for coordinating all Alabama user agencies with FBI CJIS and Nlets.

Whereas, the User Agency, to effectively discharge its public duties, requires access to intrastate and interstate criminal justice information systems that ALEA CJIS provides.

Whereas, ALEA will facilitate local law enforcement and other criminal justice agencies' requests to participate in the information services through ALEA CJIS, provided the User Agency agrees to abide by applicable federal and state laws, administrative codes, and the Commission's policies, procedures, and regulations related to these systems.

Whereas, ALEA shall retain full control over managing and operating ALEA CJIS, CJN, and all ALEA CJIS information systems, including but not limited to criminal history files, hot files, LETS, and ALACOP.gov.

Therefore, considering the mutual benefits the parties may derive from this Agreement, ALEA and the User Agency do hereby agree to the below-described terms and conditions.

ALEA Responsibilities

ALEA is duly authorized and agrees to ensure access to the ALEA CJIS information services as follows:

1. Operate information systems to maintain Alabama criminal justice information and access CJIS and Nlets data.
2. Act as the central state repository for criminal history information, hot files and uniform crime reporting, fingerprints and other biometrics, and sex-offender records.
3. Adhere to all Commission-established rules, regulations, and policies for accessing and using information within the ALEA CJIS information systems and assign an Originating Agency Identifier (ORI) upon approval of FBI CJIS.
4. Make available all Commission, CJIS and Nlets policy, rules and regulations within ALACOP.gov to the User Agency.
5. Provide the opportunity for certification/re-certification training for accessing and using ALEA CJIS information systems.
6. Provide standards and procedures to ensure the privacy and security of all data maintained within ALEA CJIS information systems.
7. Assist the User Agency with orientation concerning privacy and security requirements imposed by state and federal laws, rules, and regulations.
8. Enforce criminal laws relating to misusing information provided through ALEA CJIS information systems and accessed by User Agency.

9. Conduct periodic audits of User Agency use of ALEA CJIS information systems.
10. Provide all law enforcement agencies a uniform crime reporting system, including procedures for submission, analysis, and dissemination.
11. Offer assistance and instruction, when practicable, to all criminal justice agencies in establishing efficient systems for information management.
12. Upon request, assist User Agency in criminal investigation matters in accessing crime-related information through CJN.

User Agency Responsibilities

The User Agency is duly authorized and agrees to:

1. Ensure that the User Agency restricts its use of ALEA CJIS information systems to the administration of criminal justice or as statute or Commission policy otherwise specifically requires or allows.
2. Ensure compliance with all state and federal statutes, and Commission, CJIS and Nlets policy, rules, and regulations pertaining to information entered and accessed through ALEA CJIS information systems.
3. Ensure compliance with regulations, procedures, and security policies FBI CJIS, ALEA CJIS, and Nlets, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, and Dissemination of Information Obtained from the Systems, and Destruction of Records.
4. Designate the official User Agency Contacts who are employees under the direct authority of the User Agency CEO. The User Agency CEO may designate the same person for more than one designation. A designated person shall annually attend training classes provided by ALEA CJIS. Use the User Agency Contact Designations form to designate:
 - a. **Agency Information Security Officer (AISO)**. This person shall have authority to assign access rights to User Agency personnel, is responsible for agency security of access to ALEA CJIS information systems, maintains User Agency demographic information within the ALEA CJIS ADAPT database, and acts as liaison on behalf of the User Agency CEO with ALEA CJIS.
 - b. **Terminal Agency Coordinator (TAC)**. This designation only applies if the User Agency is a terminal agency. This person shall perform duties as required in the ALEA CJIS Security Policy. The User Agency CEO may designate an alternative TAC.
 - c. **Agency Uniformed Crime Reporting (UCR) Manager**. This person is responsible for submitting User Agency crime reporting and the generation of crime statistics as required by ALEA CJIS and the FBI CJIS NIBRS program.
 - d. **Agency Audit Coordinator**. This person will be the User Agency point of contact and liaison to the ALEA CJIS Compliance Unit for all required audits within ALEA CJIS and FBI CJIS policies.
5. Ensure that access to ALEA CJIS information systems through the User Agency-assigned ORI is restricted only to personnel under the User Agency's authority and direct control.
6. Provide access to ALEA CJIS information systems to non-terminal agencies within the county of the User Agency as designated by ALEA CJIS.

Miscellaneous Provisions

The User Agency further acknowledges the following provisions:

Penalties and Liabilities

Disseminating criminal history information may subject the User Agency's officers or employees to a fine as provided under 28 C.F.R. §§ 20.25 and 85.5 and/or discontinuance of service. Non-compliance with the terms of this Agreement which concern using and disseminating information derived from any ALEA CJIS information system may also subject the user to penalties ranging from individual sanctions, agency sanctions, and criminal prosecution, which may carry a penalty up to 20 years in prison and/or up to a \$30,000 fine. Applicable criminal codes include, but are not limited to, the following sections:

- i. § 41-9-594, Ala. Code 1975 – Criminal Record Information
- ii. § 13A-8-110, Ala. Code 1975 – Digital Crimes Act
- iii. § 13A-10-82, Ala. Code 1975 – Misuse of Confidential Information
- iv. § 36-25-5-8, Ala. Code 1975 – Public Officers and Employees
- v. 18 USC §§ 2721 – Drivers Protection Act

Provisions Incorporated

The User Agency shall be bound by applicable federal and state laws, federal regulations, and Commission, FBI CJIS, and Nlets policy, rules, and regulations to the same extent as if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, rules, and regulations.

Modifications

The parties may only make modifications to the provisions in this Agreement by executing a formal written amendment.

Termination of Service

ALEA reserves the right to terminate service, without notice, upon receiving reasonable and credible evidence that the User Agency violated this Agreement or any pertinent federal or state law, rules, or regulation.

Termination of Agreement

Either party may terminate this Agreement, with or without cause, by providing 45 days' written notice to the other party. Termination for cause includes but is not limited to any change in the law that affects either party's ability to substantially perform its obligations under the terms of in this Agreement. Either party may terminate or modify the Agreement should the aforementioned circumstances arise.

Accountability

To the extent provided under Alabama law, the User Agency agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, and/or entered into or through ALEA CJIS information systems.

Acknowledgement

The User Agency hereby acknowledges its duties and responsibilities as set out in this Agreement. The User Agency acknowledges that ALEA developed and the Commission approved these duties and responsibilities to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or that the User Agency obtains by means of the ALEA CJIS information systems. The User Agency further acknowledges that its failure to comply with these duties and responsibilities will subject its access to various sanctions by ALEA CJIS,

Criminal Justice Agency Access Agreement

including but not limited to termination. The User Agency may appeal these sanctions through the Commission as provided in § 41-9-598, Ala Code 1975.

Terms of Agreement

This Agreement shall become effective upon both parties executing the same for a period of no more than five (5) years. The User Agency is bound to this Agreement, no matter who executes the Agreement on its behalf, provided the signer is the User Agency's CEO at the time he/she executed the Agreement. Upon installing a new User Agency CEO, the User Agency shall notify ALEA CJIS of the personnel change within 30 days of the date the new CEO assumes authority at the User Agency and initiate the execution of a new Agreement. Neither party may assign this Agreement

Costs

The User Agency agrees to pay a monthly service fee as determined by the Commission-approved ALEA CJIS Fee Schedule that is published on ALACOP.gov. The User Agency acknowledges that the Commission may direct and approve a new Fee Schedule and that the User Agency will be bound by such.

Law Enforcement Agency Access

When technical or other ALEA CJIS-recognized reasons prohibit another criminal justice agency from accessing ALEA CJIS Information Systems, ALEA CJIS may direct the User Agency to provide access as determined for such agency.

IN WITNESS HEREOF, the proper officers and officials have executed this Agreement on behalf of the respective Parties as shown below.

User Agency

Alabama Law Enforcement Agency

Huntsville City Attorneys Office

Agency Name

Trey Riley

Agency CEO Name

ALEA CJIS Authorized Agent as designated by the
Secretary of Law Enforcement

City Attorney

Agency CEO Title

Title

Agency CEO Signature

ALEA Authorized Signature

August 10, 2023

Date Signed

Date Signed



CONNECTIVITY & SERVICES REQUEST

Purpose: This form should be used for any requests for connectivity, services, or termination of services. Please complete the following form and email the form to your assigned CJIS Compliance Specialist along with your agency's network diagrams and site surveys.

AGENCY INFORMATION

Date of Request: 8/1/2023 Date of Termination: _____
 Agency Name: Huntsville City Attorney's Office ORI: _____
 Address (City, State, Zip): 308 Fountain Cir. Huntsville, AL
 Point of Contact: Joshua Graff IT Point of Contact: Gene Uhl
 Contact Email: Joshua.graff@huntsvilleal.gov IT Contact Email: gene.uhl@huntsvilleal.gov
 Contact Phone: 256-705-3062 IT Contact Phone: 256-564-8067
 Terminal Install Location: 815 Wheeler Ave, Huntsville, AL

Authorized Signature of CEO/Chief/Sheriff: _____

SERVICE INFORMATION

Refer to the CJSD Services Fee Schedule for a detailed listing of the products and services.

SERVICES	TOTAL # OF UNITS	CONNECTIVITY METHODS	TOTAL # OF UNITS
LETS (1-10 Users)	1 (6 users)	ASE Dedicated Circuit – No Internet	1
LETS (11-100 Users)		Desktop Workstation* – (up to 8)	
LETS (101+ Users or Federal and Out of State Agencies)		Desktop Workstation* – (after 8)	
Mobile NCIC Access (up to 100 Units) w/Third-Party Vendor	1 (6 users)	ISD Core Network Workstation	
Mobile NCIC Access (after 100 Units) w/Third-Party Vendor		AOC Network Workstation	
NCIC Mobile MOVE Workstation (up to 100 Units)		SNAP (Internet) – Entry Workstation	
NCIC Mobile MOVE Workstation (after 100 Units)		SNAP (Internet) – Non-Entry Workstation	
ABIS/Live Scan Access – ASE Dedicated Circuit (No Internet)		SNAP – Additional Entry Workstation	
ABIS/Live Scan Access – VPN (Internet)		SNAP – Additional Non-Entry Workstation	

*Desktop Workstations refer to OpenFox Messenger workstations and third-party full access CAD workstations.

New or existing service (check one): ☒ New ☐ Existing

Desktop Workstation type (check one, if applicable): ☐ OpenFox Messenger ☐ CAD

If third-party CAD or MDT, provide the vendor's name: _____

For NCIC Mobile MOVE workstations, provide the number of Advanced Authentication (AA) cards required: _____

**CONNECTIVITY & SERVICES REQUEST**

For ABIS/Live Scan Access, provide the vendor's name: _____

For ABIS/Live Scan Access, provide the Live Scan ID (or TCN): _____

SERVICE CONVERSION

If you would like to continue using your NCIC services with a different connectivity method, list the current service and the new connectivity method. There may be a difference in price. See the table on the previous page for more information.

Service/Connectivity Method being converted from _____ to _____.

Total or partial conversion of services (check one): ☐ Total ☐ Partial

If partial conversion, list the DACs of the workstations being converted: _____

SERVICE TERMINATION

When terminating services, all ALEA provided products such as Advanced Authentication cards and SNAP tokens must be returned to ALEA at the following address: **301 S. Ripley St., Montgomery, AL 36104**. Address the package to your CJSD Field Representative.

Service/Connectivity Method being terminated: _____

Total or partial termination of services (check one): ☐ Total ☐ Partial

If partial termination, list the DACs of the workstations being terminated: _____

List any special instructions or additional information in the space provided below (e.g. specific or unique ORIs for each workstation).

Special instructions and/or additional information: _____

FOR ALEA USE ONLY**CJSD****IT****ACCOUNTING**

Received by: _____

Received by: _____

Received by: _____

Date Received: _____

Date Received: _____

Contract/PO #: _____

LiveScan ID: _____

Effective Date: _____

Effective Billing Date: _____

Date Routed to IT: _____

Date Routed to CJSD: _____

Billing Cycle: _____

Date Routed to CJSD: _____

The requesting agency will be responsible for the maintenance and any malfunction of the equipment. Users agree to adhere to the FBI CJIS Security Policy, as referenced on the Agency Access Agreement.



User Agency Contact Designations

Purpose: The Chief Executive Officer (CEO) of a User Agency hereby acknowledges and agrees to designate and maintain the contacts as required by the Agency Access Agreement. Upon change of any designee listed in this form, the User Agency must provide notice and submit a new form within 30 days.

Agency	Name	HUNTSVILLE CITY ATTORNEYS OFFICE	ORI
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The contacts designated are as follows:

Agency Information Security Officer (AISO)			
Name	JOSHUA GRAFF	Title	ASSISTANT CITY ATTORNEY
Contact	Phone	Email	

This designation is optional. If no designation is made, the AISO indicated above shall be responsible for the TAC duties. For larger agencies, a secondary TAC may also be designated.

Terminal Agency Coordinator (TAC)			
Name		Title	
Contact	Phone	Email	
Alternate Terminal Agency Coordinator (TAC)			
Name		Title	
Contact	Phone	Email	

Agency Uniformed Crime Reporting Manager (UCR)			
Name	JOSHUA GRAFF	Title	ASSISTANT CITY ATTORNEY
Contact	Phone 256-705-3062	Email	JOSHUA.GRAFF@HUNTSVILLEAL.GOV

Agency Audit Contact			
Name	JOSHUA GRAFF	Title	ASSISTANT CITY ATTORNEY
Contact	Phone 256-705-3062	Email	JOSHUA.GRAFF@HUNTSVILLEAL.GOV

Approved by

Trey Riley

Agency CEO Name

August 10, 2023

Agency CEO Signature

Date

ALEA CJIS Use Only	
Approved by	Date
Entered into ADAPT by	Date