

---

**CITY COUNCIL AGENDA ITEM**

---

**TO:** Mayor & City Council                      **DATE:** November 18, 2010

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** Resolution to approve and authorize the Mayor to enter into an Intergovernmental Agreement Concerning the Georgia Crime Information Center (GCIC) Criminal Justice Information System Holder of Record Agreement between the City of Sandy Springs, Georgia ("Sandy Springs") and the City of Johns Creek, Georgia ("Johns Creek")

**MEETING DATE:** For Submission onto the December 7, 2010, City Council Regular Meeting Agenda

---

*BACKGROUND INFORMATION: (Attach additional pages if necessary)*

See attached:

Memorandum  
Resolution  
Agreement

---

APPROVAL BY CITY MANAGER:                     JMM                     APPROVED

\_\_\_\_\_ NOT APPROVED

PLACED ON AGENDA FOR:                     12/7/2010                    

CITY ATTORNEY APPROVAL REQUIRED: (  ) YES      (  ) NO

CITY ATTORNEY APPROVAL:                     LMY                    

REMARKS:



To: Honorable Mayor and City Council Members

From: Wendell K. Willard

Date: For Submission onto the December 7, 2010 City Council Meeting

Agenda Item: Resolution to approve and authorize the Mayor to enter into an Intergovernmental Agreement Concerning the Georgia Crime Information Center (GCIC) Criminal Justice Information System Holder of Record Agreement between the City of Sandy Springs, Georgia ("Sandy Springs") and the City of Johns Creek, Georgia ("Johns Creek")

---

***City Attorney's Recommendation:***

The City Attorney's Office recommends that the City Council consider the attached resolution and Agreement with Johns Creek and, if deemed appropriate, that it be approved.

***Background and Discussion:***

The Police Departments of Sandy Springs and Johns Creek each have a need to request certain information that is available through various law enforcement systems and have expressed a desire to collaborate to request such information. The information includes criminal history record information (CHRI) and other information available via Georgia's Criminal Justice Information System network (CJIS), the Georgia Crime Information Center (GCIC), the National Law Enforcement Telecommunications System (NLETS), and/or the National Crime Information System (NCIC). The Agreement establishes how record entries, modifications, supplemental record entries, record locates, clearances and cancellations will be accomplished and establishes the responsibilities of the Police Departments for confirming all requests for "Hit" confirmations and validating record entries.

The City Attorneys for Sandy Springs and Johns Creek have reviewed the terms of the attached Agreement and it has been approved by them as to form.

***Alternatives:***

Not enter into the Agreement and continue present arrangements for requesting information.

***Attachments:***

Proposed resolution of the City Council and proposed Agreement.

COUNTY FULTON

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE GEORGIA CRIME INFORMATION CENTER (GCIC) CRIMINAL JUSTICE INFORMATION SYSTEM HOLDER OF RECORD AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA AND THE CITY OF JOHNS CREEK, GEORGIA**

**WHEREAS**, the Police Department of the City of Sandy Springs (“Sandy Springs”) has a need to receive certain available information via various law enforcement systems and other matters relating thereto; and

**WHEREAS**, the Police Department of the City of Johns Creek (“Johns Creek”) has a similar need to receive certain available information via various law enforcement systems and other matters relating thereto; and

**WHEREAS**, Sandy Springs and Johns Creek are willing to collaborate for the purpose of requesting criminal history record information (CHRI) and other information available via Georgia’s Criminal Justice Information System network (CJIS), the Georgia Crime Information Center (GCIA), the National Law Enforcement Telecommunications System (NLETS) and/or the National Crime Information System (NCIC), pursuant to the terms and conditions set forth in that certain Intergovernmental Agreement Concerning the Georgia Crime Information Center (GCIC) Criminal Justice Information System Holder of Record Agreement (“Agreement”), a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, the Agreement establishes how record entries, modifications, supplemental record entries, record locates, clearances and cancellations will be accomplished and establishes the responsibilities of Sandy Springs and Johns Creek for confirming all requests for “HIT” confirmations and validating record entries; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of Sandy Springs, as its governing authority, by adoption of this resolution, does hereby authorize the following:

1. The Agreement is hereby approved in substantially the form attached hereto as Exhibit “A”; and

2. The Mayor is hereby authorized to enter into the Agreement with Johns Creek and to take such action as shall be deemed necessary to accomplish the purpose of this resolution.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010.

Approved:

---

HON. EVA GALAMBOS  
Mayor, City of Sandy Springs

---

Michael Casey, City Clerk

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE GEORGIA  
CRIME INFORMATION CENTER (GCIC) CRIMINAL JUSTICE  
INFORMATION SYSTEM HOLDER OF RECORD AGREEMENT BETWEEN  
THE CITY OF SANDY SPRINGS, GEORGIA AND THE CITY OF JOHNS  
CREEK, GEORGIA**

---

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between the City of Sandy Springs, Georgia (“Sandy Springs”) and the City of Johns Creek, Georgia (“Johns Creek”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Georgia Crime Information Center (GCIC)  
Criminal Justice Information System  
Holder of Record Agreement

**WHEREAS**, Art. 9, § 3, ¶ 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services; and

**WHEREAS**, Sandy Springs and Johns Creek desire to collaborate and to enter into this Agreement for the purpose of requesting information available via various law enforcement systems and other matters relating thereto; and

**WHEREAS**, this Agreement between Johns Creek and Sandy Springs formally establishes the requirements of the Johns Creek Police Department and the Sandy Springs Police Department for requesting criminal history record information (CHRI) and other information available via Georgia’s Criminal Justice Information System network (CJIS), the Georgia Crime Information Center (GCIC), the National Law Enforcement Telecommunications System (NLETS), and/or the National Crime Information System (NCIC); and

**WHEREAS**, this Agreement establishes how record entries, modifications, supplemental record entries, record locates, clearances and cancellations will be accomplished; and

**WHEREAS**, this Agreement establishes the responsibilities of the Johns Creek Police Department and the Sandy Springs Police Department for confirming all requests for “HIT” confirmations and validating record entries.

**NOW, THEREFORE**, in consideration of the rights, obligations, and mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution of this Agreement, the Parties agree to the following:

Section 1. Requesting Vehicle Registration /Title Driver History and Other Information via the CJIS Network, NLETS or NCIC

All requests for information received over the law enforcement radio network(s) monitored by the Sandy Springs Police Department shall be honored and the requested information shall be provided to the person requesting the information ("requester") as soon as possible, so long as the requester is authorized to receive the information. If the requester, prior to the end of the shift on which information is requested, does not claim hard copies of the terminal printout, the printout containing the requested information shall be shredded. Telephonic requests shall be honored if the person receiving the request for information ("operator") can identify the requester. If the operator is unsure of the requester's authority, the operator shall ask the requester to provide his or her agency's Originating Agency Identifier (ORI) and shall then call that agency to insure that the requester is authorized to receive the information. If the requester is authorized to receive the information, the operator shall make the request using the ORI of the Sandy Springs Police Department. If the person is not authorized to receive the information, the operator will not request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Chief of Staff of a potential security violation.

Section 2. Making Record Entries, Modifications and Supplemental Record Entries

The ORI of the Johns Creek Police Department shall be used to make all requested record entries when Sandy Springs receives a warrant or a complete incident report from the Johns Creek Police Department. The only exception to this requirement is when the Johns Creek Police Department requests the entry of a missing juvenile, fleeing felon, felony vehicle, or a missing Alzheimer's afflicted adult. Requests for these types of entries shall be accepted telephonically and supporting documentation shall be faxed or delivered as soon as it is available. If the supporting documentation is not received within forty-eight (48) hours, the record entry(s) will be canceled.

The Sandy Springs Police Department shall use the warrant or complete incident report to code the GCIC/NCIC worksheet prior to entering the record. The Sandy Springs Police Department for wanted and missing person record entries shall inquire against the GCIC and NCIC criminal history files (using the ORI of Johns Creek Police Department). The Johns Creek Police Department shall indicate the limits of extradition on the face of the warrant. All additional personal descriptors shall be added to the GCIC/NCIC worksheet and included in the record entry or added to the record entry using the Supplemental Record Entry format. When all available information has been added to the record entry, an inquiry shall be made against the record entry.

An additional authorized agent from the Sandy Springs Police Department shall review the inquiry response for completeness and accuracy. Copies of the GCIC/NCIC worksheet and all terminal printouts shall be returned to the Johns Creek Police Department. The worksheets and printouts shall be placed in the case files and are subject to review by GCIC and NCIC Auditors.

### Section 3. Requests for Modifying, Clearing and Canceling Record Entries

When the Johns Creek Police Department requests that a record entry be modified, cleared or canceled, it must provide a supplemental report to the Sandy Springs Police Department. The record will only be modified, cleared or canceled when the supplemental report has been received. Copies of all terminal printouts shall be given to the Johns Creek Police Department when the requested function has been completed. The originals shall be retained in the files maintained by the Sandy Springs Police Department.

### Section 4. Requesting "HIT" Confirmation

When the Sandy Springs Police Department receives a "HIT" on a record inquired upon as the result of a request from the Johns Creek Police Department, a request for "HIT" confirmation message ("YQ confirmation message") shall be sent. The Johns Creek Police Department must inform Sandy Springs Police Department whether the YQ confirmation message is PRIORITY (ten (10) minute response) or ROUTINE (one (1) hour response). As soon as this information is received, the YQ confirmation request shall be transmitted using the ORI of the Sandy Springs Police Department. As soon as the response to the request for the "HIT" confirmation ("YR confirmation message") is received, it shall be transmitted to the officer.

### Section 5. Responding to Requests for "HIT" Confirmation

When the Sandy Springs Police Department receives a YQ confirmation message, the on-duty operator shall locate the active file and compare all data elements against the data in the YQ confirmation message. If all data elements match, the Sandy Springs Police Department shall respond to the YQ confirmation message using a YR confirmation message entered using the ORI of the Sandy Springs Police Department and confirm that the record inquired on is a valid record entry based upon the records maintained by the Sandy Springs Police Department. The Johns Creek Police Department shall be notified that the Sandy Springs Police Department has confirmed a "HIT" on one of its record entries. If a Locate Message is received, the Sandy Springs Police Department shall clear the record entry using its ORI in the clear transaction. If no Locate Message is received within one (1) hour, the Sandy Springs Police Department shall send a Failure to Locate Message to GCIC's ICDC and the agency that failed to "Locate" the record entry after it was confirmed. The Sandy Springs Police Department using its ORI shall "Clear" the record entry. Copies of all terminal printouts shall be given to the Johns Creek Police Department. The original terminal printouts shall be retained in the files of the Sandy Springs Police Department.

### Section 6. Validation of Record Entries

All record entries are to be validated ninety (90) days after entry; thereafter, every twelve (12) months in accordance with the file retention schedule established by NCIC. It is the

responsibility of the Johns Creek Police Department to validate all record entries made on its behalf by the Sandy Springs Police Department, in accordance with the validation steps established by GCIC and NCIC.

The Sandy Springs Police Department shall assist the Johns Creek Police Department inquiring against the state and national criminal history files, using the ORI of the Johns Creek Police Department and name of the Johns Creek Police Department Terminal Agency Coordinator in the Attention [ATN] field. The System Record Number (SRN) from the record entry being validated shall be used in the Agency Reference Number (ARN) field. The Sandy Springs Police Department shall further assist in the validation process by participating in the On-Line Validation program for records entered for the Johns Creek Police Department, by acknowledging receipt of the monthly validation package and affirming the validity of the record entries listed on the monthly validation printout when the Johns Creek Police Department affirms, in writing, the validity of all record entries listed on the monthly printout. This affirmation shall be on the official letterhead of the Johns Creek Police Department, and signed by the agency head. If this written affirmation is not received by the Sandy Springs Police Department within the required time limit, the record entries listed on the validation shall be purged.

Section 7. Warranties and Representations

The City of Sandy Springs warrants and represents that all agents of the Sandy Springs Police Department who access, operate or use the CJIS, GCIC and NCIC systems pursuant to this Agreement will be authorized users of such databases as required by law and have received the requisite and legally required training for operating such systems.

Section 8. Compensation

For the entry, holding, clearing and/or canceling of warrants for the City of Johns Creek pursuant to this agreement, the City of Johns Creek shall pay to the City of Sandy Springs an amount not to exceed Thirty Thousand Dollars (\$30,000.00) annually. This figure is based on an estimated use of two (2) operator hours per day.

Both parties agree that sixty (60) days after execution of this Agreement, the actual amount of Sandy Springs Police Department operator hours used to service the Johns Creek Police Department as described herein will be reviewed by both parties in order to determine whether the agreed upon compensation is commensurate with the actual amount of operator hours being employed by the Sandy Springs Police Department pursuant to this Agreement.

Section 9. Term and Cancellation

The Sandy Springs Police Department will be available pursuant to this Agreement to provide the services described herein to the Johns Creek Police Department twenty four (24) hours per day, seven (7) days per week, three hundred and sixty five days (365) per

year. Additionally, the Johns Creek Police Department will provide storage cabinets for all Johns Creek Police Department records.

This Agreement shall be effective for the period commencing 10-November 2010, and terminating at midnight on December 31, 2010. Thereafter, this Agreement shall automatically renew for an additional one (1) year period, commencing January 1, 2011 and terminating December 31, 2011. This Agreement may be terminated with thirty (30) days' written notice by either Johns Creek or Sandy Springs. In the event of cancellation, GCIC will be notified and all record entries shall be canceled.

#### Section 10. Indemnification

A. Indemnification by Johns Creek. Johns Creek shall defend, indemnify and hold harmless Sandy Springs and its officers, employees, or agents from any and all liability, losses or damages, litigation expenses, including attorneys' fees and costs of defense, which Sandy Springs or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Johns Creek, its employees, officers and agents. Sandy Springs shall promptly notify Johns Creek of each claim, assert all statutory defenses, cooperate with Sandy Springs in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the participation and approval of Sandy Springs.

B. Indemnification by Sandy Springs. Sandy Springs shall defend, indemnify and hold harmless Johns Creek and its officers, employees, or agents from any and all liability, losses or damages, litigation expenses, including attorneys' fees and costs of defense, which Johns Creek or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Sandy Springs, its employees, officers and agents. Johns Creek shall promptly notify Sandy Springs of each claim, assert all statutory defenses, cooperate with Johns Creek in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the participation and approval of Johns Creek.

C. Survival of Indemnification Provisions. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

#### Section 11. Additional Terms and Conditions

A. Documents Incorporated by Reference. Incorporated into this Agreement and made a part hereof are the Rules of the GCIC Council, the GCIC Policy and Operations Manual, O.C.G.A. § 16-9-90 et seq. and the Johns Creek Police Department Warrant Management, Entry and Execution Procedures, which is attached hereto as Exhibit "A." The parties to this Agreement bilaterally agree to be contractually bound to

the Rules of the GCIC Council, the GCIC Policy and Operations Manual, O.C.G.A. § 16-9-90 et seq., and the Johns Creek Police Department Warrant Management, Entry and Execution Procedures as if the rules, statutes and/or terms thereof were fully set forth herein.

B. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement executed by Sandy Springs and Johns Creek, acting by and through their governing bodies.

C. Severability of Terms. If any part or provision of this Agreement is determined to be invalid or unenforceable, the remaining parts or provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and in full force and effect.

D. Execution Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

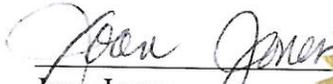
E. Relationship of Parties. Nothing contained in this Agreement shall be deemed to create any relationship other than that of an independent contractor between Sandy Springs and Johns Creek. Under no circumstances shall an official or employee of one party to this Agreement be deemed to be an employee of the other party for any purpose.

F. Time of Performance. Time is of the essence in the performance of this Agreement.

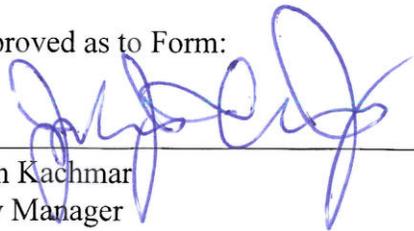
*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

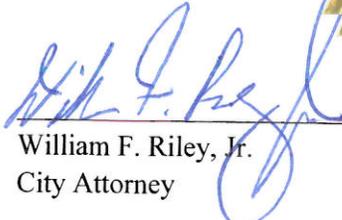
**CITY OF JOHNS CREEK, GEORGIA**

  
\_\_\_\_\_  
Michael Bodker  
Mayor

  
\_\_\_\_\_  
Joan Jones  
Municipal Clerk



Approved as to Form:  
  
\_\_\_\_\_  
John Kachmar  
City Manager

  
\_\_\_\_\_  
William F. Riley, Jr.  
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**CITY OF SANDY SPRINGS, GEORGIA**

---

Eva Galambos  
Mayor

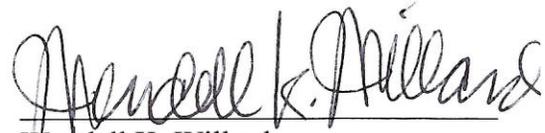
---

Michael Casey  
Municipal Clerk (SEAL)

Approved as to Form:

---

John McDonough  
City Manager



---

Wendell K. Willard  
City Attorney

## **EXHIBIT "A"**

### **JOHNS CREEK POLICE DEPARTMENT**

**11445 JOHNS CREEK PARKWAY**

**2<sup>ND</sup> FLOOR**

**JOHNS CREEK, GA 30097**

**(678) 512-3444**

---

### **Warrant Management, Entry and Execution Procedures**

#### **PURPOSE**

The purpose of this Warrant Management, Entry and Execution Procedure is to establish a descriptive method of action for warrants as agreed upon by The Johns Creek Police Department and The City of Sandy Springs Police Department.

#### **RECORD QUALITY**

The Johns Creek Police Department and The City of Sandy Springs Police Department are responsible for maintaining the quality of warrants entered into the GCIC/NCIC computerized files. Quality refers to the timeliness, accuracy, completeness and validity of arrest warrants.

#### **TRANSFER PROCESS**

Original warrant files shall be printed and delivered by the Johns Creek Police Department personnel to:

**The City of Sandy Springs Police Department**  
**5995 Barfield Road**  
**Sandy Springs, GA 30328**  
**(770) 551-6900**

The complete warrant file will be hand delivered to The City of Sandy Springs Police Department, and they will verify and sign for all warrant files.

#### **ENTRY AND REMOVAL OF RECORDS IN GCIC/NCIC FILES**

Warrant entries must be made within 12 hours of delivery (O.C.G.A. 35-3-36, GCIC Council Rule 140-2-.13) upon the Johns Creek Police Department determining that a subject should be arrested. Warrant records are to be held and maintained by The City of Sandy Springs Police Department until status of warrant is cleared, cancelled or recalled. Then the complete file is to be transferred to the Johns Creek Police Department Records Division for processing.

The City of Sandy Springs Police Department shall remove entries when arrest warrants have been served or recalled. The City of Sandy Springs Police Department shall be responsible for the timely removal of warrant entries made via the CJIS terminal when they

are no longer valid. Terminal agencies must develop and implement policies and procedures that will ensure compliance with GCIC/NCIC HIT confirmation requirements.

## ACCURACY

An accurate record contains:

- Correctly spelled names;
- Correctly entered identifying numbers;
- Data identical to the information in supporting documents;
- Extradition limits for wanted persons.

## COMPLETENESS

A complete record must include:

- Per GCIC Rules on entering a Wanted Person
- All information available at the time of the record entry
- The addition of new information when it becomes available during investigations and validations

Inquiries should be made on the following:

### Persons:

- Subjects who are arrested or detained;
- Arrested persons or inmates, prior to release from custody;
- Wanted persons prior to record entries;
- Drivers records prior to record entries;
- Criminal history records prior to record entries.

**Locate** messages are sent by recovering or apprehending agencies after receiving a positive Hit Confirmation. Locate messages are used to notify originating agencies that the sending agency has control of the person or property described in their record (O.C.G.A. 35-3-36(m)). Arrangements for the transfer of recovered property or apprehended persons should be made after a locate message is sent.

A locate message **must** be sent within one (1) hour of receipt of the positive hit confirmation. The only exceptions to placing a locate message occur when the hit contains an extradition limitation or NOEX in the MIS Field, and the agency finding the person is outside the geographical area of extradition. In such a case, the record should not be located **unless the individual is being detained on local charges**. All records on file for the apprehended wanted person, or recovered property must be located to ensure that they are in the correct status.

**Modify warrant when:** the agency adds, changes, or removes information in a warrant record already in GCIC/NCIC Files (GCIC Council Rule 140-2-.13). Only the originating agency can authorize modification of a warrant.

Records must be modified:

- to correct inaccurate information;
- to add additional information as soon as it becomes available;
- to delete information no longer applicable.

**Clear warrant to:** remove records from the GCIC/NCIC files when recoveries or apprehensions occur (O.C.G.A. 35-3-36(m), GCIC Council Rule 140-2-.13). When all warrant procedures have been followed, Sandy Springs Police Department can authorize the clearance of a warrant.

Clear records when:

- Wanted persons have been apprehended.

At this time the warrant will be stamped **CLEARED** and signed and dated by the operator along with the GCIC printout of the cleared warrant and shall be stapled to the original warrant.

If there is any discrepancy, the Johns Creek Police Department's TAC must be notified immediately by calling (678) 474-1575 (Agency TAC) or (678) 474-1600 (Records Division Secondary Contact).

**Cancel warrant to:** remove records from GCIC/NCIC files that are no longer valid, cannot be supported by documentation, or cannot be modified to make the record correct (O.C.G.A. 35-3-36(m), GCIC Council Rule 140-2-.13). Only the originating agency can authorize the cancellation of a record.

At this time the warrant will be stamped **CANCELLED** and signed and dated by the operator. Also, a copy of the cancellation printout from GCIC shall be attached to the original warrant.

Cancel records when:

- A record is entered incorrectly and cannot be modified. The record **must** be re-entered using the correct information.
- Documentation (warrants, reports, etc.) no longer exists to support the record.

## **SUPPLEMENTAL RECORD ENTRY**

A supplemental record is used to add additional identifiers to an existing record. Only the agency that entered the original record may add additional identifiers to a record.

## **Detainer Information**

A detainer is an official notice from a government agency to a correctional agency requesting that an individual wanted by the first agency, but subject to the correctional agency's jurisdiction, not be released or discharged without first notifying the wanting agency and giving it an opportunity

to respond. Typical reasons for detainers include the individual is wanted for trial or wanted to serve a sentence in the requesting jurisdiction.

A Wanted Person record must be in located status before a detainer can be appended to the record.

The ORI of the Wanted Person Record is the only agency that can append a detainer.

The entering agency (ORI) must account for all fields in the detainer record format. If optional fields are not included, then a period must be included for the field place holder.

A wanted person record can only be appended with one detainer.

The place of incarceration is the facility that has the individual detained, whether it be a local, state, federal, or private facility.

Permitting a Wanted Person record to remain active in NCIC while the subject is being held in another jurisdiction enables the detainer to be identified and the subject to be extradited rather than released.

Detainer warrants are placed on defendants when they are in another agency's facility and are pending extradition by the Johns Creek Police Department. Warrants with detainer information appended will remain on file until defendant is in custody by Johns Creek Police Department who will then transport the defendant to the **Doraville Police Department located at: 3750 Park Avenue, Doraville, GA 30340. Phone number 770.455.1000.** Defendant shall remain in custody of the Doraville City jail until bond is made or court appearance. When warrant is satisfied by bond or court appearance the detainer information and warrant is removed from the GCIC/NCIC file.

## **EXTRADITION**

Extradition for warrants shall be within a fifty (50) mile radius of the City of Johns Creek which should include the majority of the Metro Atlanta area.

## **CJIS VALIDATION**

All law enforcement and criminal justice agencies with wanted/missing persons, record entries in GCIC/NCIC computerized files are required to participate in the record validation program established and administered by GCIC and NCIC (GCIC Council Rule 140-2-.14). *Each month*, GCIC will send a list of record entries to originating agencies for validation. The Johns Creek Police Department TAC shall review the listings, compare them to agency case file documentation, including available criminal history records, determine a records validity by checking with prosecutors for changes in extradition limits, determining from owners if stolen property has been recovered or if ownership has changed, verify that arrest warrants or protection orders are still active by checking with the issuing courts to ensure it has not been withdrawn or satisfied, and that persons reported missing have not returned, and then take the following appropriate action.

- Cancel all records that are invalid, have no case file documentation, or are no longer of interest.
- Clear all records showing a locate posted by another agency or recovered by the agency.

- Make supplemental entries when additional information becomes available to ensure accurate and complete records. When making record entries, refer to the GCIC CJIS Operations Manual.
- If records indicate that a caution indicator should have been used on a person entry, modify the message key field to one with a caution indicator. The reason for caution must be indicated in the CMC field.
- When records have been verified as valid, accurate, complete and current or have been modified or cancelled, certify validations via the CJIS Network using the VALD format.

The Johns Creek Police Department **MUST** validate their own records entries and then contact the City of Sandy Springs Police Department to have them acknowledge and certify the validations via the CJIS Network.

Non-receipt of validation certification messages via the CJIS Network by the suspense date will result in automatic removal of all record entries contained in the listing. Validation procedures, records and supporting documentation are subject to GCIC and NCIC audits.

The validation schedule is as follows:

<b>Validation Month</b>	<b>Entries made during the Month of:</b>
January	October
February	November
March	December
April	January
May	February
June	March
July	April
August	May
September	June
October	July
November	August
December	September

Agencies of record shall review validation listings by:

- \* Comparing records to all supporting documentation (For example: arrest warrants, criminal case files, available criminal history records);
- \* Checking for changes in extradition limits for wanted person records;
- \* Determining if warrants remain valid by checking with issuing authorities;
- \* Checking with Investigators and prosecutors to determine if cases can be prosecuted;

\* Determining from the owners of stolen serial-numbered property if recoveries have been made or if ownership has changed.

Agencies shall cancel record entries that are no longer valid.

Agencies shall modify record entries which contain erroneous information or which are incomplete and create supplemental record entries as required.

When record entries have been verified as valid, accurate, complete and current or have been modified or canceled, certification must be completed via the CJIS Network, VALD format, by the Certification Due Date.

Non-receipt of the certification message via the CJIS network by the cited suspense date will result in the automatic removal of all record entries contained in the monthly validation listing.

### **RECORD RETENTION PERIOD**

Wanted person records have an unlimited retention period. A wanted person (EW) record that has not been located or has one locate message appended with no extradition (NOEX) will remain on file indefinitely or until cleared or cancelled, or a second locate is placed upon the record.

Other exceptions to the record retention period will occur in the event a serious error is detected in the record on file.

### **STAMPS**

## **CLEARED**

\_\_\_\_\_

Date

\_\_\_\_\_

Name

Badge #

## **CANCELLED**

\_\_\_\_\_

Date

\_\_\_\_\_

Name

badge #

**Warrant Authority; procedures.**

The municipal judge shall have authority to issue warrants for Failure to Appear §17-6-12, Contempt of court § 15-7-4 or Probation Violation§ 42-8-38.