

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: 15

Meeting Type: Regular

Meeting Date: Nov 3, 2016

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

The Tennessee Valley Regional Computer Forensics Laboratory (TVRCFL) Cooperation Agreement/Memorandum of Understanding (MOU)

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the Federal Bureau of Investigation to support the Tennessee Valley Regional Computer Forensics Laboratory (TVRCFL) to include the assignment of an employee of the Huntsville Police Department.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *Mark A. [Signature]*

Date: 11-1-16

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the Federal Bureau of Investigation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Tennessee Valley Regional Computer Forensics Laboratory (TVRCFL) Cooperation Agreement/ Memorandum of Understanding (MOU)", consisting of thirty-three (33) pages, and the date of November 3, 2016, together with the signature of the President or President Pro Tem of the City Council appearing on the margin of the first page, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 3rd day of November, 2016.

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

APPROVED this the 3rd day of November, 2016.

Mayor of the City of
Huntsville, Alabama

**THE
TENNESSEE VALLEY REGIONAL COMPUTER FORENSICS LABORATORY
(TVRCFL)
COOPERATION AGREEMENT/MEMORANDUM OF UNDERSTANDING
(MOU)**

An FBI Affiliated
Regional Computer Forensic Laboratory (RCFL)

I. PREAMBLE.

A. The Regional Computer Forensics Laboratory (RCFL) Program was established through funding by the U.S. Congress under the auspices of the Federal Bureau of Investigation (FBI) to provide the highest quality, uniform computer forensics support to Federal, State, and local criminal and national security investigations. The RCFL Program consists of RCFLs—each headed by a Laboratory Director and Deputy Laboratory Director, and the RCFL National Program Office (NPO) of the RCFL Unit, Operational Technology Division, FBI.

II. PARTIES—PARTICIPATING AGENCIES.

A. This “Cooperation Agreement,” referred to herein as a “Memorandum of Understanding” (MOU), is by and between “Executive Agencies” of the United States Government and of state and local governmental entities, “Federal Executive Agency[ies]” (FEA) and “State Executive Agency[ies]” (SEA), respectively—collectively referred to herein as “Participating Agency[ies]”—who are signatories hereto and/or signatories to any amendment or modification hereto, specifically:

B. State Executive Agencies:

C. Federal Executive Agencies:

1. Federal Bureau of Investigation (FBI), through its Operational Technology Division (OTD)
2. Federal Bureau of Investigation (FBI) through its Birmingham Division
3. [Name of other Federal Agency]

D. Other Non-Law Enforcement, Governmental Executive Agencies/Entities.

Inclusion of Participating Agencies that are not themselves part of a federal, state, or local sovereign government of the United States presents unusual legal issues. Similarly, inclusion of non-law enforcement agencies also presents unique issues given the relationship between digital evidence forensics and Fourth Amendment search authority. As such, OTD, RCFL NPO, and FBI Headquarters Office of General Counsel (OGC) approval should be sought in writing sufficiently in

advance to allow proper vetting before inviting such agencies to participate in an RCFL. The request for such approval should include a description of the role of the agency—will it attend Executive Board meetings? Will it have a vote on the Executive Board? Will its employees' have access to seized evidence? etc.

III. THE PARTICIPATING AGENCIES HEREBY AGREE AS FOLLOWS:

A. PURPOSE/VISION/MISSION

1. Purpose of this MOU. The purpose of this MOU is to delineate the responsibilities of the TVRCFL participants, maximize interagency cooperation, and formalize relationships between the Participating Agencies and their employees regarding forensics operations, policies, planning, training, and public and media relations of the TVRCFL.
2. Vision of the TVRCFL and the RCFL Program. Each RCFL shall be selected, located, operated, and managed both nationally and locally so as to increase and enhance over time the digital evidence forensics laboratory capabilities and capacity of state and local law enforcement agencies without dependence upon an RCFL or the FBI.
3. Mission of the TVRCFL. The mission of the TVRCFL is to provide the services described below first, to the Participating Agencies, and second, to such other law enforcement agencies as shall be authorized by the Laboratory Director consistent with any policies, procedures, or requirements as may be issued by the TVRCFL Executive Board or FBI OTD Assistant Director or his/her designee:
 - a) Forensics Examinations —To provide forensics examinations of digital or multimedia storage devices, such as computers, as will be transferred to the TVRCFL pursuant to consent, judicial order, executive or administrative seizure, and/or search order or warrant, which devices are believed to contain evidence relevant to the investigation and/or prosecution of federal, state, or local crimes, violations of U.S. law, or, as authorized by the Assistant Director of the FBI OTD or his/her designee, Counterintelligence or Counterterrorism investigations or violations of foreign law. For purpose of this MOU, the term “Forensic Examination[s]” shall mean the forensic acquisition, collection, recovery, processing, preservation, analysis, storage, maintenance and/or presentation of digital evidence through a validated and verified process designed to minimize or eliminate the risk that any process employed has unacceptably diminished the probative value of the information derived from such processes;
 - b) Forensic Collaboration—To facilitate and promote the sharing of federal and state law enforcement expertise and information about the forensic examination of digital evidence and the investigation and prosecution of

computer-related and computer-facilitated crime with law enforcement personnel and prosecutors;

c) Forensic Examination Training—To provide training and education for federal, state, and local law enforcement personnel and prosecutors regarding the forensic examination of digital evidence as it relates to the investigation and prosecution of computer-related or technologically facilitated crime; and

d) Miscellaneous—To support such other functions as may be authorized by the Assistant Director of the FBI's OTD or his/her designee.

IV. ORGANIZATIONAL STRUCTURE, SUPERVISION, AND CONTROL.

A. PRESUMED DESIGNEE OF FBI OTD ASSISTANT DIRECTOR

1. RCFL National Program Office Assumed OTD Designee. Except where expressly stated to the contrary in this MOU or any writing signed by the FBI OTD Assistant Director, any instance in this MOU assigning any right, duty, or authority to the FBI "OTD Assistant Director or his/her designee," shall be exercised by the Unit Chief of the RCFL NPO of OTD or its successor entity as may be noticed in writing to the Executive Board.

B. ORGANIZATIONAL STRUCTURE/EXECUTIVE BOARD

1. Law Enforcement/Intergovernmental Entity. The TVRCFL is a cooperative partnership of law enforcement agencies of federal, state, and local sovereign U.S. governments that is intended to operate legally in a manner similar to that of a multi-jurisdictional task force composed of U.S. sovereign governmental entities. The TVRCFL is not intended to, and shall not be deemed to have or be represented to have any legal status separate and distinct from its constituent governmental entities.

2. Organizational Control: Executive Board/Voting/Votes/Full-Time Assignees.

a) Executive Board Function and Membership. Overall organizational control of the TVRCFL shall be vested in an Executive Board, which shall comprise the following entities :

(1) Agencies that, at the time of any action requiring Executive Board action, have employee(s) actively assigned to the TVRCFL:

(a) the Chief Executive Officer (CEO) from each of the State Executive Agencies (SEAs),

(b) the Official in Charge (OIC) of each of the Federal Executive Agencies (FEAs), and, if applicable,

(c) the Management Official in Charge (MOIC) from each Non-Law Enforcement Participating Agency that is a signatory

to this MOU and that, at the time of any action of the Executive Board, has employee(s) actively assigned to the TVRCFL.,

(2) The OTD Assistant Director or his/her designee.

b) Actively Assigned Defined. Employee(s) of a Participating Agency shall be considered actively assigned to the TVRCFL only if one hundred percent (100%) of the hours of employment of such employee(s) are allocated to work at the TVRCFL or the Participating Agency's employee is formally detailed to the FBI pursuant to the Inter-Governmental Personnel Act 5 U.S.C. § 3374, EXCEPT THAT:

When authorized in advance in writing by the OTD Assistant Director or his/her designee, the TVRCFL Director may accept one or more additional employee(s) of a Participating Agency to be assigned for the purpose of conducting forensic examinations from a voting Participating Agency but only if at least fifty percent (50%) of the hours of employment of such additional employee(s) are allocated to work at the TVRCFL. Assignment of employees part-time shall not, in the absence of at least one full-time assignee by the same Participating Agency, entitle such Agency to a vote upon any Executive Board matter;

c) Participating Agencies with Actively Assigned Employee(s)—One Vote on Executive Board. Except as noted below with regard to a Prosecuting Agency, each Participating Agency with employee(s) actively assigned to the TVRCFL at the time of voting, shall have only one (1) vote regardless of the total number of its employees assigned to the TVRCFL.

d) Non-Assigned Participating Agency Supervisor Employee(s) Be Designated/Restricted Proxy Voting. Any CEO of any SEA, any OIC of any FEA, or any MOIC from any Non-Law Enforcement Participating Agency may delegate or designate any one of his/her executive level supervisory subordinates who are not currently assigned to the TVRCFL to serve on his/her behalf as a substitute and vote at Executive Board meetings. In addition, any CEO of any SEA, any OIC of any FEA, and MOIC of any Non-Law Enforcement Participating Agency may authorize in any manner established by the Executive Board (or the Chair in the absence of any action by the Executive Board) any other participating SEA or FEA to exercise its vote by proxy, EXCEPT THAT no SEA may delegate its vote to a participating FEA, and no FEA may delegate its vote to a participating SEA. Delegation/designation to a non-RCFL assigned executive level supervisory subordinate shall be effectuated by actual notice from the CEO or OIC to the Chair of the Executive Board. Voting rights of members of the Executive Board are limited to CEO, OIC, or delegatee/designee at the executive supervisory subordinate level.

3. Prosecutive Agency Personnel—Executive Board Membership. A Prosecuting Agency seeking to become a Participating Agency may, upon a unanimous approving

vote of the Executive Board, be deemed to have employee(s) actively assigned to the TVRCFL for purposes of voting on the Executive Board if the Prosecuting Agency designates in writing one (1) or more of its full-time prosecutors to act as counsel to the TVRCFL, to be subject to call during duty hours and after hours by the TVRCFL for legal assistance. PROVIDED HOWEVER, the Prosecuting Agencies that become Participating Agencies pursuant to this paragraph shall collectively have one (1) vote. The Prosecuting Agencies shall designate from amongst themselves the agency to cast their one vote. In the event a consensus cannot be reached as to the voting Prosecuting Agency, the Executive Board shall select the Prosecuting Agency to perform this duty. A Prosecutive Agency may not otherwise gain membership in or a right to cast a vote on Executive Board matters unless at least one of its own employees is assigned full time (in a capacity other than to provide legal counsel or legal assistance) to the TVRCFL in the manner required by this MOU for other Participating Agencies. For purposes of this MOU, the assignment of employees of a law enforcement agency shall not qualify as assignment of employees of a Prosecutive Agency based upon a theory that the CEO of the Prosecutive Agency is the nominal "head" or "chief" of all law enforcement in the relevant jurisdiction (e.g., Assignment of full-time FBI employee(s) does not qualify as a basis of membership or a vote of the Department of Justice (DOJ) on a theory that the Attorney General is the "Chief Law Enforcement Officer" of all federal law enforcement agencies). The CEO of the Prosecutive Agency authorized to cast a vote at Executive Board meetings pursuant to this section may delegate or designate any one of that Prosecutive Agency's executive level supervisory subordinates who are not currently assigned to the TVRCFL to serve on his/her behalf as a substitute and vote at Executive Board meetings.

4. Non-Participating Agency Special Voting. Upon a unanimous vote of the total membership of the Executive Board, at a meeting scheduled and noticed for that purpose, an otherwise nonvoting, non-prosecuting non-Participating Agency of a federal, state, or local sovereign government of the United States that has made or agrees in advance in a signed writing to make a substantial and continuing non-personnel contribution to the TVRCFL, as determined by the Executive Board, may, with the written concurrence of the FBI OTD Assistant Director or his/her designee, be authorized to vote at all Executive Board meetings, at specified Executive Board meetings, or upon such issues as the Executive Board may subscribe.

5. Appendix or Initial Commitment of Resources. An initial commitment of resources and/or employee(s) to the TVRCFL by the Participating Agencies is attached hereto as an APPENDIX.

6. Addition of Subsequent Participating Agencies/Executive Board Vote and Amendment Required/Notice of Staffing Changes of Participating Agencies.

a) New Participating Agencies Upon Executive Board Vote and OTD Approval. Subject to paragraph b, below, a federal, state, or local law enforcement agency may, with the written consent of the OTD Assistant Director or his/her designee and upon a three-fourths (3/4) approving vote of

the total membership of the Executive Board at a meeting scheduled and noticed for that purpose, assign personnel to the TVRCFL on a full-time basis and thereby become a Participating Agency effective upon the execution by the CEO or OIC thereof of an addendum to this MOU consenting and agreeing to the terms and conditions contained herein.

b) Advance Notice of New Participating Agencies to OTD. Reasonable advance notice of the intent of the Executive Board to vote on pending requests to become a Participating Agency shall be provided to the NPO with the name of the prospective Participating Agency and the date of the proposed vote. The Executive Board shall obtain written concurrence of the OTD Assistant Director or his/her designee prior to any vote on accepting prospective Participating Agencies.

c) Contents of MOU Addendum. The addendum to the TVRCFL MOU will reference the date of the written consent of the OTD Assistant Director or his/her designee, the date of the vote by the Executive Board, and the actual vote of the Board (e.g., unanimous vote). Execution of the addendum will be by signature of the Chair of the Executive Board and the CEO or OIC of the newly selected Participating Agency. A copy of the addendum will be forwarded to the NPO upon its execution.

d) Notice to OTD of Changes in Participating Agency Staffing. The Executive Board shall provide reasonable notice to the RCFL NPO of any other changes in staffing levels of the actively assigned full-time and part-time employees of the TVRCFL Participating Agencies, including, but not limited to:

- (1) the withdrawal of a Participating Agency from the TVRCFL, and;
- (2) any increase or decrease of full- or part-time examiners by a Participating Agency, or the removal of a full-time examiner by a Participating Agency that has assigned only one (1) full-time examiner to the TVRCFL without assigning a replacement within 30 days.

7. Executive Board Meetings/Chair/Duties/Authority of the Executive Board. The Executive Board shall:

a) Majority Vote Required for Actions/24 Hour Notice Required. Unless otherwise specifically provided herein, take or endorse no action except upon majority vote of a quorum of its members, convened upon prior notice to all Participating Agencies of not less than twenty-four (24) hours. A majority of the total number of Executive Board members then entitled to vote shall constitute a quorum for the transaction of business, unless a vote by a number greater than a majority is required for a vote by this MOU or is otherwise required by any directive of the Executive Board adopted by a vote of three-quarters (3/4) of the Executive Board's total voting membership.

b) Exercise of Lawful Executive Board Authority—Appropriate Legal Review. Take or endorse no action of the Executive Board purporting to

supersede, excuse, alter, or obviate any obligation or prohibition of statute, rule, or regulation applicable to an FEA or SEA. The Executive Board Chair and Assistant Chair, and where applicable, the TVRCFL Director, shall exercise due diligence in seeking legal counsel prior to presenting matters to the Executive Board for a vote to reasonably ensure that matters submitted to the Board have been appropriately reviewed for compliance with applicable Federal, State, and local statutes, rules, and regulations. The Chair, Assistant Chair, and, where applicable, the TVRCFL Director, shall document such legal review and ensure that the same is duly noted in the record of minutes of the TVRCFL Executive Board.

c) Minimum Bi-Annual Meetings Required. Meet initially at the Birmingham Division of the FBI or other determined place in the [Location] area within thirty (30) days or contemporaneously with the completed execution of this MOU. Thereafter, the Executive Board shall meet not less than bi-annually at a place to be set by the Executive Board, or by authority of the Chair of the Executive Board. Meetings (and minutes and records thereof) of the Executive Board, to the maximum extent permitted by law, shall be deemed non-public, confidential meetings/records of law enforcement agencies relating to law enforcement investigations. Attendance (as distinguished from voting rights) shall be open only to 1) the TVRCFL Laboratory Director, or in his/her absence, his/her designee; 2) members of the Executive Board or their respective designees (as authorized by this MOU); and 3) such other persons as the Chair, the Executive Board, or the OTD Assistant Director or his/her designee shall explicitly authorize, including, but not limited to, an administrative support person to perform secretarial duties for the meeting. The OTD Assistant Director or his/her designee may attend any meeting via teleconference or videoconference. At the discretion of the Chair, any other Executive Board members may attend any meeting via teleconference.

d) Special Executive Board Meetings. Either the FBI OTD Assistant Director or his/her designee or a majority of the total number of the Executive Board members then in office may, in a writing signed by them and noticed to all members, convene a special meeting of the Executive Board for a stated purpose with or without approval of the Chair. A copy of any such notice not initiated by the FBI OTD Assistant Director or his/her designee shall be delivered to OTD Assistant Director or his/her designee no less than three (3) business days prior to any special meeting.

e) Chair of Executive Board. Select at its first meeting and authorize from amongst its members a Chair and Assistant Chair to serve for a term of one (1) year or such longer term as the Executive Board authorizes. For coordination purposes and to facilitate the establishment of the TVRCFL, the initial Chair of the Executive Board shall be a management representative of the FBI Birmingham Division but may not be the TVRCFL Laboratory Director or any FBI employee assigned to work in the TVRCFL. The Chair shall, in addition to duties authorized by the Executive Board, be responsible for scheduling, noticing, and coordinating meetings of the TVRCFL Executive Board, and

maintaining minutes of its meetings, which shall be open to inspection by any Participating Agency. In the absence of the Chair at a properly noticed meeting of the Executive Board, a previously appointed Assistant Chair shall serve as the Chair for that meeting. In the absence of the Chair or an Assistant Chair at any meeting of the Executive Board, the Executive Board may select from amongst its members a Chair Pro Tem who shall perform all the functions of the Chair for that meeting alone, shall inform the Chair of any actions taken, and shall provide to the Chair any records relating to matters addressed during such a meeting. The Chair, or in the Chair's absence, the Assistant Chair, shall be responsible for providing any secretarial assistance required in performing their duties.

f) Appointment of TVRCFL Laboratory Director and Deputy Laboratory Director.

(1) Laboratory Director. Nominate, and with the prior concurrence of the Assistant Director of FBI OTD or his/her designee, appoint and authorize a qualified Laboratory Director, whose duties, in addition to those described by the OTD Assistant Director or his/her designee, this MOU, or any amendment, may be augmented by the Executive Board.

(2) First and Successor TVRCFL Laboratory Directors. The first Laboratory Director shall be a qualified FBI employee. Thereafter, successive Laboratory Directors shall be either a qualified FBI employee or a qualified federal, state, or local law enforcement agency employee, PROVIDED HOWEVER that, if a successor Laboratory Director is not an FBI employee, then there shall be a full-time Laboratory Deputy Director who shall be an FBI employee selected by the FBI with the prior concurrence of the OTD Assistant Director or his/her designee.

g) Appointment of a General Treasurer Agency. Appoint and authorize from amongst its State Executive Agency (SEA) members, one Agency that shall, with its consent and to the extent necessary to effectuate the mission, purpose, and vision of the TVRCFL, act as the General Treasurer Agency for the TVRCFL by directly or indirectly:

(1) Grants. Executing applications for, certifications of, and otherwise administering compliance with financial grants on behalf of and/or in support of the TVRCFL Participating Agencies as may be available to SEAs from the Federal Government or other entities;

(2) Property Title. Lawfully soliciting, accepting, holding, inventorying, and receiving property (e.g., computer hardware, software, furniture, and monetary instruments) properly acquired by operation of State law or other lawful action, gift, loan, or grant to the TVRCFL to be held in the name of that General Treasurer Agency for the collective use and benefit of the TVRCFL, EXCEPT THAT—

(a) No General Treasury Agency shall knowingly act in concert with any FEA to utilize this provision to circumvent gift acceptance, solicitation, augmentation, and other rules imposed upon the FEA by operation of law;

(b) Funds lawfully provided to or acquired by a SEA by operation of State law (e.g., state forfeiture, restitution, gifts, fees) as a direct result of the SEA's participation in the RCFL shall, in the sole and unfettered discretion of such SEA, either be: A) received, retained, and utilized exclusively by the SEA for any lawful use other than to benefit the RCFL or personnel assigned to the RCFL, or B) be transferred to and administered by the General Treasury Agency solely for the direct benefit of SEAs participating in the RCFL and may only be expended for the following purposes:

- (i) Training of state or local employees;
- (ii) Digital evidence forensic and review networks and equipment used by state and/or local officers for the examination and review of state and local service requests; and
- (iii) Such other purposes in direct support of SEA employee(s) or agencies participating in the RCFL as shall be determined after consultation with the AD of OTD or his/her designee who shall seek input from the FBI Office of General Counsel.

(c) No title to property acquired by gift or grant for the collective use and benefit of the TVRCFL shall be transferred to an FEA without prior written legal approval of that FEA;

(d) The Executive Board and the General Treasury Agency shall, in the exercise of due diligence, seek appropriate legal counsel on issues affecting this subsection; and

(e) The General Treasury Agency shall conduct annual audits of State funds administered by the General Treasury Agency. Audits shall be reviewed and approved by unanimous vote of the Executive Board. A copy of the annual audit report shall be disclosed to the OTD Assistant Director or his/her designee upon request.

(3) Property Distribution upon Dissolution. Consistent with (c) above, equitably distribute or dispose of property held for the collective use and benefit of the TVRCFL pursuant to such principles as the General Treasurer Agency deems equitable;

(4) Other Duties. Engaging in such other activities relating to the financial operations of the TVRCFL as the Executive Board may lawfully authorize.

h) Review of Policies, Procedures, Practices, and/or Rules. At the request of the Laboratory Director, review and, if the Executive Board deems appropriate, approve such policies, procedures, practices, and/or rules affecting the day-to-day operations of the TVRCFL that are consistent with quality assurance requirements and standard operating procedures as required by the FBI OTD Assistant Director or his/her designee. Failure of the Executive Board to review, approve, or disapprove within ninety (90) days any such policy, procedure, practice, and/or rule as proposed and noticed to the Executive Board members by the Laboratory Director (either directly or through the Chair) shall constitute an approval of such policy, procedure, practice, or rule and may, thereafter, only be reviewed upon thirty (30) days prior notice to the Laboratory Director. Any such policy, procedure, practice, and/or rule as proposed by the Laboratory Director shall be presumed to have immediate effect pending any Executive Board review or review period unless otherwise stated by the Laboratory Director or mandated by vote of the Executive Board. Nothing in this provision shall prevent the Executive Board from sua sponte reviewing any policy, procedure, practice, and/or rule proposed by the Laboratory Director regardless of whether the Laboratory Director has referred such a review to the Executive Board, EXCEPT THAT any such Executive Board initiated review shall require that prior reasonable advance notice of attendance be provided to the Laboratory Director and the OTD Assistant Director or his/her designee regarding the purpose of said meeting.

V. NATIONAL ADVISORY COMMITTEE.

The OTD Assistant Director or his/her designee may, from time to time, convene for either general or specific purposes, an RCFL National Advisory Committee (NAC), or other group, to assist with the RCFL Program, membership in which may include, in addition to other agencies, governmental appointees or employee members from one or more RCFL Executive Boards. Each RCFL Executive Board shall cooperate with the OTD Director or his/her designee in supporting the NAC or such other duly constituted group.

VI. LABORATORY DIRECTOR—TERM/DUTIES.

A. Daily Operational Control. The daily operational control, management, supervision of, and responsibility for operations of the TVRCFL shall be vested in the "Laboratory Director" of the TVRCFL. The Laboratory Director shall be a full-time employee of a participating agency assigned to the TVRCFL and shall be a sworn law enforcement officer who is highly experienced by education, practice, and/or study in computer sciences (including practical computer forensics, computer-crime investigations, and computer network engineering or architecture), engineering, or information technologies. The term of office of the Laboratory Director shall be two (2) years to commence upon appointment by

a majority vote of the Executive Board. For coordination purposes and to facilitate the establishment of the TVRCFL, the initial Laboratory Director shall be a sworn FBI employee.

B. The Laboratory Director shall be responsible for the day-to-day operations of the TVRCFL, including, but not limited to, the following duties:

1. proposing, implementing, and enforcing such policies, procedures, practices and/or rules (subject to approval by the Executive Board) as may be necessary or reasonably calculated to effectuate the purposes and mission of the TVRCFL;
2. assigning cases to TVRCFL assignees that are submitted to the TVRCFL. If an RCFL Laboratory Director cannot promptly assign a matter involving or affecting national security or involving an imminent credible threat of serious bodily injury or death to persons known or unknown, the RCFL Laboratory Director shall immediately notify the submitting agency of the fact of the delay;
3. assigning such other duties and responsibilities to assignees relating to the forensic examination of digital evidence or administrative and/or educational duties;
4. subject to the provisions of this MOU, *infra*, prioritizing the assignment of cases in conformity with this MOU and directives of the Executive Board;
5. in coordination with the FBI OTD Assistant Director or his/her designee, establishing minimum qualification standards for employee(s) offered for prospective assignment to the TVRCFL;
6. subject to the approval of FBI OTD Assistant Director or his/her designee, diligently work to optimize the number of Participating Agencies assigning employee(s) to the TVRCFL;
7. establishing ethical and conflict of interest guidelines for assignees and operations of the TVRCFL that shall supplement and augment the ethical and conflict of interest guidelines or rules established by each Participating Agency with respect to their individual assignees;
8. establishing standard forms and reports for use by the TVRCFL;
9. collecting, recording, and submitting quarterly reports to the Executive Board regarding non-case specific data reflecting the operations and activities of the TVRCFL;
10. coordinating and controlling contacts with and responding to inquiries from members of the mass media in consultation with the appropriate Participating Agencies, or submitting law enforcement agency, if the inquiry is case specific;
11. in coordination with the FBI OTD Assistant Director or his/her designee, establishing or adopting supplemental guidelines/protocol for the forensic examination of digital evidence by the TVRCFL after conferring, as appropriate, with employee(s)

assigned to the TVRCFL, members of the Executive Board, and, at the discretion of the Laboratory Director, such other relevant agencies, departments, or institutions;

12. purchasing, in coordination with the General Treasurer Agency, and on behalf of the TVRCFL with available funds of the TVRCFL, such property, equipment, supplies, or materials as are necessary for operations;

13. maintaining, in coordination with the General Treasurer Agency, an annual inventory of all property used, or held by or on behalf of the TVRCFL, which inventory is to be submitted annually to the Executive Board; and

14. performing such other functions and duties as are reasonably related to the successful operation of the TVRCFL as may be subscribed and authorized by the Executive Board.

C. Renewal of Terms of Offices. The term of office of the Laboratory Director may be renewed without limit by the Executive Board. The Laboratory Director shall serve until the earlier of: A) expiration of the term, B) his/her resignation, or C) removal from office by vote of a majority of the total membership of the Executive Board at a meeting of the Executive Board scheduled and noticed for that purpose. The Laboratory Director may only serve contingent upon continued consent of the CEO or OIC of his/her employing Participating Agency and shall resign when such consent is withdrawn. Barring extraordinary circumstances, the CEO or OIC of the employing Participating Agency shall not withdraw such consent except upon prior written notice of not less than thirty (30) days to each of the member agencies of the Executive Board.

VII. FBI AFFILIATE STATUS.

A. In General. Because it is in the interests of the FBI and the United States to promote and facilitate the creation, development, and propagation of uniform, scientifically sound policies, procedures, practices, protocols, guidelines, and techniques relating to the forensic examination of digital evidence, the FBI supports the mission of the TVRCFL as stated herein. Subject to the written consent of the Assistant Director for the FBI OTD and the conditions described below, the TVRCFL shall be an "Affiliate" Regional Computer Forensic Laboratory of the Federal Bureau of Investigation of the Department of Justice, and may hold itself out as such.

B. Conditions of Affiliation. As a continued condition to retaining FBI "Affiliate" status, the TVRCFL shall:

1. adhere to such quality assurance standards of the FBI OTD, Digital Evidence Section Quality Assurance standards and standard operating procedures, or such specialized standards and procedures as may thereafter be designated for application to RCFLs by the FBI OTD Assistant Director or his/her designee;

2. propose, implement, and enforce such policies, procedures, practices, and/or rules as are consistent with recognized "good practices" relating to the forensic examination

of digital evidence and that are consistent with the minimum quality assurance standards designated for application to RCFLs;

3. due to the likely impact on the overall RCFL Program, provide timely notice to, consult with, and obtain the concurrence of the FBI OTD Assistant Director or his/her designee, on any proposed policies, procedures, practices, and/or rules relating to the forensic examination of digital evidence, or other policy affecting non-forensic matters that may affect the overall RCFL Program, e.g., funding or fee generation issues;

4. collect, record, and report on a quarterly basis to the FBI OTD Assistant Director or his/her designee, such non-case specific data reflecting the activities and operations of the TVRCFL in such format or manner as the NPO shall designate, PROVIDED THAT:

a) the FBI shall agree to make such data and reports available at any time to any Participating Agency;

b) FBI personnel assigned to the TVRCFL shall administratively assist in the generation of such reports;

c) the provision of such reports or data to the FBI shall not, in and of itself, constitute a referral of or a transfer of investigative control to the FBI; and

d) the FBI shall not access for investigative purposes TVRCFL data and reports relating to any investigation referred to the TVRCFL without the prior approval of the referring agency.

5. seek appropriate scientific and educational accreditations and certifications for the TVRCFL and its assigned employee(s) as may be requested by the FBI OTD Assistant Director or his/her designee;

6. attend and successfully complete all FBI sponsored and financed training as may be offered to the TVRCFL unless otherwise exempted by the Laboratory Director with the concurrence of the FBI OTD Assistant Director or his/her designee; and

7. provide timely notification to the FBI OTD Assistant Director or his/her designee, of any allegations of misconduct or failure to fulfill the TVRCFL mission by any forensic examiner (FE) assigned to the TVRCFL.

C. Effect and Benefit of Affiliation on Employee(s) Status and Authorities.

1. Status of State Executive Agency Employee(s). In limited circumstances and subject to the successful completion of additional documentation and agreements (including non-disclosure agreements), background investigation inquiries and security clearances as may be deemed appropriate in the discretion of the FBI, Participating Agency employee(s) accepted for assignment to the TVRCFL in accordance with this MOU may, upon written request of their CEO and the consent of such employee(s) and the FBI OTD Assistant Director or his/her designee, qualify and

be accepted as employee(s) "detailed" directly to the FBI in accordance with the specific requirements of the Inter-Governmental Personnel Act, 5 U.S.C. §3374, for the limited purposes of fulfilling the mission of the TVRCFL as stated herein. Thereafter, he/she shall be entitled to all of the rights, privileges, and immunities accorded by that law, EXCEPT THAT such a detail shall be presumed to be without reimbursement by the FBI to the SEA or detailee for any salary or contribution to the detailee's employee benefits system(s) unless otherwise explicitly and conspicuously agreed to in a writing signed by the FBI OTD Assistant Director or his/her designee.

2. SEA Employee(s) Generally Shall Not Otherwise Be Deemed FEA Employee(s). Except as expressly authorized in a separate writing pursuant to a cross-designation agreement or a detail pursuant to the Intergovernmental Personnel Act, 5 U.S.C. §3374, SEA employee(s) assigned to the TVRCFL shall not be deemed employees of the FBI or the United States of America for any purpose merely by virtue of their assignment to the TVRCFL.

3. Deputations. SEA sworn law enforcement assignees, subject to a background inquiry or appropriate security clearance procedures, may be federally deputized for the limited purpose of providing direct support to the TVRCFL with the FBI or other FEA facilitating the securing of the required deputation authorization. These deputations may remain in effect throughout the tenure of each individual's assignment to the TVRCFL, as limited by the terms of the deputation or until termination of the relationship between the FBI or other FEA and the TVRCFL or the termination or dissolution of the TVRCFL itself, whichever comes first. Administrative and employee policies imposed by the Participating Agencies will not be voided by deputation of their respective employee(s).

a) Sworn law enforcement assignees include those state and local law enforcement officers authorized by law to enforce criminal statutes and judicial sanctions, including investigative, arrest, and/or detention authority, and who are authorized to carry a firearm and exercise appropriate force, to include deadly force, in effecting their assigned duties.

4. Status of FBI Personnel. All FBI personnel, and all Participating Agency employee(s) formally detailed to the FBI pursuant to the specific requirements of the Inter-Governmental Personnel Act, 5 U.S.C. §3374, and thereafter assigned to an FBI Affiliated RCFL, shall thereby be deemed to be authorized by the FBI OTD pursuant to 28 C.F.R. §0.85 and other pertinent authorities to assist federal Executive Agencies and any state and local law enforcement agency seeking assistance from such RCFL with the forensic examination of digital evidence regardless of whether such evidence was relevant to a state or a federal crime within the jurisdiction of any individual employee's Participating Agency, PROVIDED HOWEVER, that nothing in this section shall be construed as authorizing any FBI employee or personnel, pursuant to their assignment to the TVRCFL to:

- a) act as an applicant for any state or non-federal search warrant, EXCEPT THAT such personnel may provide information under oath that is incorporated into the application of a state or other authorized officer;
- b) act as the executing officer of any state or non-federal search warrant, EXCEPT THAT, under this section, FBI personnel (and employee(s) detailed to the FBI pursuant to 5 U.S.C. §3374) may assist through the forensic examination of digital evidence in the execution of a state search warrant or its equivalent under the laws of another nation as authorized by the TVRCFL Laboratory Director at the request and direction of a state or foreign law enforcement officer authorized by the laws of a state or other nation to execute such warrants and make such requests, PROVIDED HOWEVER, that the Laboratory Director shall promptly notify and obtain the concurrence of the FBI OTD Assistant Director or his/her designee, of any assistance offered to any foreign law enforcement officer or agency; and
- c) arrest any person for violation of state law or non-federal law, EXCEPT as may be expressly authorized by any provision of law or pursuant to any lawful cross-designation as a state law enforcement officer as approved by the FBI in conformity with this MOU and FBI policy.

5. FEA Personnel Generally Shall Not Be Deemed SEA Employee(s). Except as expressly authorized in a separate writing pursuant to the terms of a cross-designation or a detail pursuant to the Intergovernmental Personnel Act, 5 U.S.C. §3374 et seq., FEA personnel, including FBI personnel, assigned to the TVRCFL shall not be deemed employees of any SEA for any purpose merely by virtue of their assignment to the TVRCFL.

6. Training Opportunities. Pursuant to 42 U.S.C. §3771(a) and 28 C.F.R. §0.85 and other legal authority, the FBI OTD may, at its discretion and subject to available funding, offer to the TVRCFL, at FBI expense, such training and educational opportunities as may be appropriate.

7. FBI Network Access, Use and Support. Subject to available funding, equipment, and security requirements, the FBI OTD Assistant Director or his/her designee, may, at his/her discretion, provide and require the TVRCFL to use the FBI/Computer Analysis and Response Team (CART) Intranet or other FBI-controlled network or application for purposes of facilitating:

- a) measuring, improving, and managing case assignments and forensic examination processes;
- b) forensic examinations discussions amongst all FBI CART-trained FEs nationwide, including other RCFL participants;
- c) the transmission and provision of applicable software and software updates for forensic examinations and operations;
- d) the transmission and/or maintenance of records of examinations and operations; and

e) such other purposes as the FBI OTD Assistant Director or his/her designee, may authorize.

8. Performance Reviews. As a condition for continuing FBI affiliation, each RCFL will, at the request of the OTD Assistant Director or his/her designee, undergo a performance review no less than annually. The purpose of this review is to measure and report program success. The OTD Assistant Director or his/her designee will identify and disseminate measurable performance standards prior to the period of review.

D. Termination of Affiliation. FBI Affiliate Status will continue in effect for a minimum period of two (2) years from the effective date of this MOU unless otherwise expressly extended or terminated. The Assistant Director of the FBI OTD may terminate the “affiliate” status at any time in his/her unfettered discretion, upon thirty (30) days written notice to the TVRCFL Director or the Chair of the Executive Board. The TVRCFL may, upon a three-fourths (3/4) vote of the total membership of the Executive Board noticed, scheduled, and convened for that expressed purpose, terminate the “affiliate status” effective upon thirty (30) days prior written notice to the FBI OTD Assistant Director or his/her designee. Termination of Affiliate Status will result in the systematic withdrawal of all FBI personnel and assets assigned to the TVRCFL, and the termination of all FBI funding, coordination, assistance, collaboration, and cooperation with the designated RCFL subject to a schedule and conditions as the OTD Assistant Director or his/her designee may provide.

VIII. NON-DISCLOSURE OF INFORMATION/MASS MEDIA POLICY.

A. Restrictions on Public Comments. Except as required in testimony or otherwise required by law, or as part of an authorized training, academic, or educational assembly, Participating Agencies and their employee(s) assigned to the TVRCFL shall not publicly comment on or disclose information to non-Participating Agencies or persons relating to:

1. specific cases or matters that have been or may be submitted to the TVRCFL, except, when authorized by the submitting agency, to confirm the fact of a submission or request for assistance, or as otherwise required by law of the jurisdiction of the submitting agency; or
2. the particular methods used to collect, recover, process, analyze, store, maintain, and/or present digital evidence, except as otherwise required by the federal laws of the United States of America or the law of the jurisdiction of the submitting agency, PROVIDED HOWEVER that, in all cases involving Law Enforcement Sensitive or Classified information, methods, software, or evidence, **no** disclosure can occur without prior appropriate approval from FBI Headquarters authorities.

B. Media Inquiries Referred to the Laboratory Director. All media inquiries are to be referred to the TVRCFL Laboratory Director. The TVRCFL Laboratory Director or his/her

designee, may comment to the media upon the general operation of the TVRCFL and the participation of the member agencies and departments after consultation with the appropriate Participating Agency(ies). Where the inquiry is case specific, comments, if any, will be left to the discretion of the submitting law enforcement agency. In the case of the public release of information by a DOJ employee or information relating to a case or matter investigated or prosecuted by the DOJ, the release of such information shall comply with the requirements of 28 C.F.R. §50.2.

IX. MATTERS RELATING TO EMPLOYEE(S) ASSIGNED TO THE TVRCFL.

A. No TVRCFL Employees. The TVRCFL is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all employee(s) assigned to the TVRCFL shall NOT be considered employees of the TVRCFL or the FBI for any purpose unless otherwise expressly authorized in writing. Responsibility for conduct of each TVRCFL assignee, both personally and professionally, which is not at the direction of the Laboratory Director pursuant to this MOU, shall remain with their respective agency head, and each Participating Agency shall be responsible for the actions of its respective employees.

B. Participating Agency Employment Administration Continues. Each TVRCFL assignee will continue to report to his or her respective agency head for administrative matters (e.g., leave, pay, benefits), and for other matters unrelated to the case-specific work assignments of the TVRCFL.

C. Employment Performance Appraisals of Participating Agency Employees. Employment performance appraisals of employee(s) assigned to the TVRCFL shall not be conducted by the Laboratory Director or Deputy Laboratory Director on behalf of that employee's Participating Agency unless the Laboratory Director or Laboratory Deputy Director is otherwise an assignee of the same Participating Agency as the employee(s) under performance review, EXCEPT THAT the Laboratory Director or Deputy Laboratory Director may, at the request of an appropriate rating official from an assignee's employing agency, provide written comments for discretionary use by that official regarding performance-related issues/appraisals.

D. SEA Assignees Shall Voluntarily Consent to TVRCFL Assignment. SEA employee(s) may not be assigned to the TVRCFL unless they voluntarily consent prior to the assignment. Upon assignment to the TVRCFL, SEA assignees (except for prosecutor assignees) shall be provided access to a copy of this MOU and any amendments or modifications for each assignee's review and acknowledgement. The Laboratory Director shall maintain a certification record signed by each assignee upon completion of his/her review of the MOU certifying that the assignee understands, acknowledges, and accepts the provisions of the MOU, amendments, and modifications thereto. It shall be the duty of all assignees to promptly notify the Laboratory Director in writing within seven (7) days of review of the MOU if such assignee did not voluntarily consent to the assignment, in which case, the assignee shall return to his/her Participating Agency.

E. TVRCFL Assignees to Perform TVRCFL Mission-Related Duties. At the request or direction of the Laboratory Director or Deputy Laboratory Director, employee(s) assigned by Participating Agencies to the TVRCFL shall, in conformity with this MOU and any directive of the Executive Board, perform all acts reasonably related to the forensic examination of digital evidence or such other duties as are reasonably related to the fulfillment of the mission of the TVRCFL.

1. **Duration of TVRCFL Assignment/Compensation by Participating Agencies.**

a) **Duration of FE Assignments.** Subject to the voting provisions of the MOU, each Participating Agency shall assign to the TVRCFL at least one (1) qualified employee to be trained as necessary to serve as a full-time FE. All Participating Agencies share the burden of providing administrative support for the TVRCFL. The duration of assignment for full and part-time, non-FE administrative staff is at the discretion of the assigning Participating Agency with the caveat that assignments of one (1) year or more are in the best interest of the TVRCFL. All prospective employee(s) must be approved by the TVRCFL Laboratory Director prior to assignment to the TVRCFL. Service commitments for FEs assigned to the TVRCFL shall be for a period of two (2) years to commence on the date the FE attains CART certification.

F. Employee Costs of Participating Agencies. Participating agencies shall bear all personnel costs for any employee(s) assigned to the TVRCFL, including but not limited to, salaries, retirement, expenses, disability, and all other employment-related benefits incident to their employment with their respective agencies. Transportation, both to and from the TVRCFL and in support of the mission and operational requirements of the TVRCFL, will be the responsibility of and provided in accordance with the policies and procedures of the assignee's employing agency and this MOU. With respect to vehicles, each participating agency agrees to assume liability for its employees as more fully described in Section 8, *infra*. Each assignee will be provided a cellular telephone by the assignee's Participating Agency to ensure communication capabilities with the TVRCFL. The Laboratory Director shall coordinate with the FBI OTD Assistant Director or his/her designee and Participating Agencies, if and when alternate funding is available (e.g., grants, HIDTA, OCDETF, DOJ Asset Forfeiture Funds, etc.) for the payment or reimbursement of vehicle leases, fuel, maintenance, and cellular telephones.

G. Reimbursement for TVRCFL-Related Travel Costs of Participating Agency Employees. Subject to funding availability, any Participating Agency may, at its discretion, pay travel costs for out-of-state travel of TVRCFL assignees, should the Participating Agency deem such travel necessary, PROVIDED THAT the fact of such a payment in any one instance or number of instances shall not create or support any duty or obligation to make future payments unless otherwise agreed to in writing.

H. Leave and Overtime of Participating Agency Employees. Compensation for "overtime," "holiday pay," etc. shall be the responsibility of each Participating Agency with respect to its assigned employee(s). It shall be the joint responsibility of each Participating Agency and its assigned employee to regularly and in a timely manner inform the

Laboratory Director of available overtime, scheduled vacation, annual leave, or sick leave. Participating agencies may, at their discretion, delegate to the Laboratory Director limited authorization to schedule their assigned employee(s) for overtime or holiday pay or other applicable compensation as may be necessary to effectuate the purpose and mission of the TVRCFL. The Laboratory Director shall coordinate with the FBI OTD Assistant Director or his/her designee and Participating Agencies, if and when alternate funding is available (e.g., grants, HIDTA, OCDETF, DOJ Asset Forfeiture Funds, etc.) for the payment or reimbursement of overtime or special compensation.

I. Grievances, Complaints, Discipline.

1. Employee Rights Unaffected by Assignment to TVRCFL/Remedies with Assigning Participating Agencies. Because FEA assigned personnel are not employees of the TVRCFL or of any of the SEAs, and, similarly, because SEA assigned personnel are not employees of the TVRCFL or of any of the FEAs, the substantive and procedural rights of such personnel regarding employment-related grievances or discipline are governed solely by the contracts, rules, and regulations existing between the assigned personnel and their respective agencies. Assignment to the TVRCFL is a voluntary act by employee(s) and their agencies and creates no legally enforceable rights for such employee(s) to the continuation of the assignment to the TVRCFL. There shall be NO disciplinary or grievance procedure, policy, or process within the TVRCFL that will vest any rights in any assigned employee(s), and all Participating Agencies and their assignees agree that no alleged procedure, policy, process, or practice shall be relied upon or be binding upon the parties to this agreement, or their assigned employee(s).

2. Application of SEA/FEA Grievance Procedures. Any employee(s) assigned to the TVRCFL with complaints, suggestions, comments, or concerns regarding the policies, procedures, practices, or decisions of the Laboratory Director or the Executive Board are strongly encouraged to informally discuss such matters with the Laboratory Director, or in lieu thereof, the Chair of the Executive Board. Thereafter, TVRCFL assignees who are unsatisfied with TVRCFL policies, procedures, practices, or decisions may refer the matter to their employing agency for processing pursuant to that agency's grievance procedure, the sole remedy of which shall be the discontinuance of their assignment to the TVRCFL and their return to their respective agency.

a) In the event that TVRCFL assigned employee(s) refer a matter to their employing agency for appropriate grievance processing, the CEO or OIC of that agency (or his/her designee) shall, to the maximum extent possible, inform the Laboratory Director of the nature and circumstances of the grievance and the agency's grievance procedure as permitted or authorized by that Participating Agency's regulations, policies, practices, employee-related contractual agreements, or consent of the complainant. The CEO or OIC shall order the temporary return of the grieving assignee to his/her agency pending the grievance procedure unless otherwise agreed to by the Laboratory Director or the Executive Board. The CEO or OIC or their designee shall, at the

conclusion of the grievance procedure, inform the Laboratory Director of the grievance findings, and/or recommendation, if any. The Laboratory Director and the Executive Board are NOT bound by any such final or intermediary decision of any SEA or FEA grievance procedure and are NOT required to implement any final or intermediary grievance recommendation. However, the Laboratory Director or the Executive Board may, in their discretion, consider incorporating or adopting all or part of any agency's grievance recommendation. All Participating Agencies shall ensure that discontinuance of an assignment to the TVRCFL incident to a assignee-initiated grievance procedure SHALL NOT be considered or interpreted as discipline or otherwise negatively affecting or reflecting upon that person's performance while assigned to the TVRCFL.

J. Reports of Assignee Misconduct by Laboratory Director/Chair to Participating Agencies for Possible Discipline. Pursuant to Section IIV(B)(7) of this MOU, any allegation of misconduct or failure to fulfill the TVRCFL mission by any assignee brought to the attention of the TVRCFL shall be provided to the FBI OTD Assistant Director or his/her designee in a timely manner. In any instance in which an assignee, in the judgment of the Laboratory Director or the Executive Board upon majority vote, may have engaged in misconduct or failure to fulfill the mission or purpose of the TVRCFL as requested, the Laboratory Director or the Chair at the behest of the Executive Board, shall notify the CEO or OIC of the assignee's employing agency in writing of the details of the alleged misconduct or failure. The notification shall carry no greater weight or effect than any other complaint by another law enforcement agency. The CEO or OIC shall then take such steps as the CEO or OIC deems appropriate in conformity with the statutory or contractual obligations, policies, procedures, and/or practices of that agency. The CEO or OIC shall order the temporary return of the assignee to his/her employing agency pending that agency's disciplinary or review process unless otherwise agreed to by the Laboratory Director or the Executive Board. At the conclusion of the disciplinary procedure of the employing agency, the CEO or OIC shall notify the Laboratory Director or Chair of the agency's findings, decisions, and/or actions, if any. The Laboratory Director, the Executive Board, or the FBI OTD Assistant Director or his/her designee may, in their independent judgment, accept the findings, decisions, and/or action of the agency that assigned the employee(s). In addition, upon vote of the Executive Board, or by the decision of the FBI OTD Assistant Director or his/her designee, may elect to terminate the assignment of the assignee and return the assignee to the employing agency. In the event that the conduct under review is not found by the employing agency to constitute misconduct or a violation requiring any action, but the Executive Board or FBI OTD Assistant Director or his/her designee nonetheless elects to discontinue the assignment to the TVRCFL, the termination of the assignment SHALL NOT be considered or interpreted as discipline or otherwise negatively affect or reflect upon that person's performance while assigned to the TVRCFL. The Executive Board is not bound by any final or intermediary disciplinary decision of an employing agency, EXCEPT THAT the Laboratory Director and the Executive Board are bound by and shall honor any agency decision or ruling suspending from employment or otherwise suspending the law enforcement powers of any employee.

X. DELEGATION OF CASES/EXCLUSIVITY OF FORENSIC SERVICES DURING ASSIGNMENT.

Generally, cases shall be delegated to TVRCFL assignees at the discretion of the Laboratory Director, Deputy Laboratory Director, or either of their designees, without regard to the identity of the assignee's employing agency or the identity of the submitting agency, except that specific cases or categories of cases requiring specific security clearance or lawful authority (e.g., secret state or federal grand jury investigations requiring express court-authorized disclosure, Foreign Intelligence Surveillance Act (FISA) or other national security matters) may be specifically assigned by the Laboratory Director based upon such other criteria. Cases will, in general, be assigned on the basis of case priority, as set forth herein, and the experience and workload of an assignee. Except as authorized by the Laboratory Director, Participating Agencies will neither task nor permit their TVRCFL assignees to conduct forensic examinations of digital evidence outside of the auspices of the TVRCFL.

XI. COMPUTER FORENSIC PROTOCOLS AND PROCEDURES REQUIRED FOR FBI EVIDENCE.

Only FBI Headquarters CART certified computer FEs (who may be either FEA employees or SEA employees) may examine FBI evidence and only in conformity with FBI Headquarters Digital Evidence Section (DES) approved CART Standard Operating Procedures and protocols and quality assurance manuals utilizing FBI Headquarters CART approved hardware and validated software. Solely for purposes of this MOU, "FBI Evidence" means (physical property or electronic data) that is: 1) seized or acquired pursuant to Federal process (i.e., Federal search warrant, subpoena, court order, etc.) in which an FBI agent or employee served as the applicant for such process or as the executing officer, OR 2) evidence that, at the time of its seizure or thereafter, is relevant to an ongoing, open FBI investigation EXCEPT THAT:

A. In investigations where another law enforcement agency is exercising valid jurisdiction in a "joint investigation" with the FBI, FBI evidence may be examined by a bona fide federal, state, or local criminal "laboratory" of that other law enforcement agency engaged in the joint investigation.. This exception applies:

1. only when referral is to an actual "laboratory" of the agency exercising joint investigative jurisdiction with the FBI and not merely referral to any officer (or computer FE) not associated with or working under the control of that agency's "laboratory;" and

2. where the employee(s) of the other law enforcement agency's laboratory conduct the examination—the exception does not authorize FBI employee(s) to conduct the examination utilizing the forensic software, equipment, utilities, or standards/ protocols of the other laboratory; and

3. The joint investigatory activity of the other law enforcement agency(ies) is an investigative activity other than providing digital evidence forensic examination support.

B. If the FBI elects to “Opt Out” and not to conduct the examination of the digital evidence pursuant to the approval of the FBI OTD Assistant Director or his/her designee, such evidence shall not be examined in the TVRCFL unless when subsequently expressly authorized by the OTD Assistant Director.

XII. ONLINE, UNDERCOVER INVESTIGATIONS/NON-FORENSIC INVESTIGATIVE ACTIVITY PROHIBITED.

Except as expressly authorized on a case-by- case basis by the TVRCFL Laboratory Director and with written concurrence by the FBI OTD Assistant Director or his/her designee as necessarily incident to the forensic examination of digital evidence submitted to the TVRCFL, no employee(s) assigned to the TVRCFL shall engage in any online undercover investigation during the period of their assignment to the TVRCFL or from TVRCFL forensic examination space or storage. The TVRCFL space shall not be utilized as an “Online Undercover Facility,” and no active investigative activity, online or otherwise, shall be conducted from TVRCFL space, except as expressly authorized by the TVRCFL Laboratory Director and with written concurrence by the FBI OTD Assistant Director or his/her designee after taking appropriate measures to ensure the integrity of the examinations conducted by the TVRCFL. Forensic examinations shall not be considered investigative activity.

XIII. ETHICAL CONSIDERATIONS/CONFLICTS OF INTEREST.

A. Controlling Principle. FEA and SEA Employee(s) assigned to the TVRCFL to conduct forensic examinations of digital evidence shall not engage in any activity that, either in appearance or in fact, conflicts with their duties at the TVRCFL or reasonably impeaches the independence or integrity of their work for the TVRCFL.

B. Supplemental Policies not Conflicting With the Controlling Principle. Except upon the express approval of the TVRCFL Laboratory Director, or as authorized by a policy approved by the Executive Board, both of which require written concurrence by the FBI OTD Assistant Director or his/her designee, no assignee shall conduct forensic examinations or analysis of digital evidence or digital material independent from the TVRCFL or act as a consultant regarding the same either for free or for profit or remuneration beyond the salary paid by his or her employing agency during the period of assignment to the TVRCFL. (Caveat: All outside employment must be pre-approved consistent with FBI policy.) TVRCFL assignees shall not endorse any hardware, software or other product on behalf of the TVRCFL and shall take affirmative steps to refute any impression of endorsement. Notwithstanding any other provision of this section, employee(s) assigned to the TVRCFL shall continue to be subject to the standards of conduct, professional accreditation requirements, prepublication-review obligations, and similar rules,

policies, and directives (including any procedural obligations to obtain an exception or exemption thereto) affecting their individual conduct as imposed by their employing agencies or as may be imposed by any cross-deputization or detail pursuant to Title 5 of the United States Code. No TVRCFL assignee may be assigned to conduct a forensic examination upon any digital evidence in a case in which that assignee served as the lead investigator, case agent, or search warrant executing officer/agent. Subject to the approval of the Executive Board as required by this MOU for all other policies and procedures of the TVRCFL, the Laboratory Director may issue such supplemental policies, procedures, and guidelines relating to the ethical conduct of employee(s) assigned to the TVRCFL as may be appropriate. Such policies and guidelines may include "mitigating" procedures designed to reasonably accomplish the effect of mitigating any breach of the "controlling principle," (including procedures requiring full, timely, automatic, mandatory disclosure to the prosecution in each affected matter of any potential conflict or bias), but only after such policy(ies) and guideline(s) have been reviewed by the Executive Board and have received the unanimous concurrence of all then Participating Agency(ies), including, in the case of the FBI, the OTD Assistant Director or his/her designee. Notwithstanding any provision of this MOU, no FBI employee shall be absolved or relieved of any ethics obligation under Federal law or regulation without the express prior authorization of the designated FBI ethics official at FBI Headquarters.

XIV. GIFTS BY NON-GOVERNMENTAL ENTITIES FOR THE BENEFIT OF THE DOJ FEA PARTICIPATING AGENCIES PROHIBITED.

Neither the TVRCFL, any Participating Agency, nor any personnel assigned to the TVRCFL may solicit or accept any tangible or intangible property or services without just compensation in exchange therefore or monies for the benefit of any DOJ Participating Agency or assignees of such a DOJ Agency from any non-Participating Agency or nongovernmental entity or person, EXCEPT THAT:

- A. nothing in this provision shall prohibit the solicitation, or temporary or incidental acceptance of information or software from any person as may be necessitated by the need to conduct a forensic examination of digital evidence in a case-specific matter (e.g., disclosure by manufacturer of proprietary decryption software or instructions imbedded in a seized hard drive);
- B. nothing in this provision shall prohibit any SEA, acting in accordance with its applicable rules, regulations, and laws from soliciting or accepting on behalf of any SEA any property, monies, or services for the benefit of that SEA, or fellow SEAs, as long as all money and property is treated as described in Section IVB(7)(g) above;
- C. PROVIDED HOWEVER, that nothing in this provision shall prohibit the acceptance or solicitation of any gift by any DOJ FEA in accordance with 28 U.S.C. §524(d)(1) and applicable DOJ orders, or any amendments thereto or other lawful authority;

D. nothing in this provision shall prohibit the acceptance or solicitation by the FBI of any non-service gifts:

1. pursuant to the prior approval of the Property Procurement and Management Section (PPMS) Chief of the FBI Finance Division and the FBI-designated Agency Ethics Official (e.g., OGC Deputy General Counsel) as may be required pursuant to Manual of Administrative and Operations Procedures (MAOP), Part I, 1-13.2.4, or any amendment thereto;
2. that are valued at under \$150; and
3. that will be transferred upon execution by the donor of a "Gift Donation Form;" and
4. all DOJ FEAs and their detailee/assignees shall, at all times, comply with 5 C.F.R. 2635.201 et. seq. as well as any rules and regulations of their respective agencies.

XV. FINANCIAL AND CIVIL LIABILITIES IN GENERAL.

A. TVRCFL Assignees Federally Deputized. The Participating Agencies and their assignees acknowledge that financial and civil liability for the acts and omissions of each assignee remains vested with the assignee's employing agency except when the act or omissions is determined to be covered by the Federal Tort Claims Act, 28 U.S.C. §1346 and §2671 et seq. This may apply to those employees formally detailed to a FEA pursuant to the provisions of the Inter-Governmental Personnel Act, 5 U.S.C. §3374, or those sworn law enforcement officers who have been deputized by an FEA and are acting within the scope of their duties and responsibilities associated with the TVRCFL and under the guidance and direction of a FEA in investigating violations of federal law.

B. The Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States Government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act ((FTCA), 28 U.S.C. § 1346(b), §§ 2671-2680.

C. Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. (28 U.S.C. § 2679(d)(2)). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims (28 U.S.C. § 2679(d)(2)). If the United States is substituted as a defendant, the individual employee is thereby protected from suits in his/her official capacity.

D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and

certify that the employee was acting within the scope of his/her office or employment." (28 U.S.C. § 2679(d)(3)).

E. Liability for any negligent or willful acts of any employee(s) assigned to the TVRCFL undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and his/her employing agency.

F. Liability for violations of federal constitutional law rests with the individual Federal agent or officer, or employee pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for State and local officers or cross-deputized Federal officers.

G. If a federally deputized officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity (28 C.F.R. § 50.15(c)(4)). The criteria for payment are substantially similar to those used to determine whether a Federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

H. Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." (Harlow v. Fitzgerald, 457 U.S. 800 (1982)).

I. Federally deputized officers and state and local personnel formally detailed to the FBI pursuant to 5 U.S.C. §3374 may request representation by the DOJ for civil suits against them in their individual capacities for actions taken within the scope of employment (28 C.F.R. §§ 50.15, 50.16).

J. An "employee" may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or his/her designee determines that providing representation would otherwise be in the interest of the United States." (28 C.F.R. § 50.15(a)).

K. A state and local employee formally detailed to the FBI pursuant to 5 U.S.C. §3374 and duly federally deputized officer's written request for representation should be directed to the Attorney General and, in the case of officers federally deputized through the FBI, provided to the Chief Division Counsel (CDC) of the FBI division participating in the RCFL. In the case of State and local employee(s) formally detailed to the FBI and officers federally deputized through the FBI, the CDC will then forward the representation request to the FBI's OGC together with a letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation (28 C.F.R. § 50.15(a)(3)).

L. The Participating Agencies agree to notify each other or the Executive Board at a meeting of the Executive Board of any claim or lawsuit arising out of an activity conducted pursuant to this MOU. Nothing in this paragraph shall prevent any Agency made a party to

or affected by any claim or lawsuit from conducting an independent administrative review of any matter giving rise to the claim or lawsuit. All Participating Agencies agree to cooperate fully with one another in the event of an administrative review or official investigation arising from alleged negligence or misconduct arising out of activity conducted pursuant to this MOU. Nothing in this paragraph shall be construed as supplanting any applicable statute, rule, or regulation.

XVI. EQUIPMENT, VEHICLES, AND OFFICE SPACE.

A. Vehicles in General. TVRCFL assignees shall be subject to calls as necessary to fulfill the mission of the TVRCFL. Therefore, each Participating Agency, in accordance with its own policies and procedures shall ensure that each assignee is provided necessary transportation and/or reimbursement for official travel to carry out and perform the mission and duties of the TVRCFL. Travel and per diem in support of providing testimony will be the responsibility of the requesting party in accordance with applicable federal/State laws or rules regarding responding to subpoenas, court orders, etc.

B. Use of Vehicles for Official Purposes Only. The FBI Birmingham Division may authorize SEA employee(s) assigned to the TVRCFL to use (operate or be transported in) available vehicles owned or leased by the FBI when necessary and in direct support and connection with official business of the TVRCFL.

C. FBI Vehicles Subject to FBI Vehicle Rules. When authorized, TVRCFL assignees using FBI vehicles, including rented and leased vehicles, agree to operate the vehicles in accordance with all applicable FBI rules and regulations as outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1.

D. Use of FBI Vehicles. The Participating Agencies agree that FBI vehicles will be used only in direct support of the TVRCFL and to transport individuals assigned to the TVRCFL or who have official business with the RCFL.

E. Vehicle Damage. The Participating Agencies agree to be responsible for any damage incurred to their agency vehicles or FBI vehicles caused by any act or omission on the part of their respective employees, third parties, or acts of God, and Participating Agencies agree to assume financial responsibility for property damage to or caused by said vehicles. In this regard, Participating Agencies shall be self-insured or carry sufficient liability insurance that meets or exceeds that required by appropriate State and federal law.

F. Computers, Equipment, Forfeitures, Property, and Monies.

- a. Property provided solely for the benefit of contributing agency. Equipment and other tangible property provided by Participating Agencies will remain the property of that agency and will be retrieved by that agency within ninety (90) days upon the termination of that agency's relationship with the TVRCFL unless otherwise agreed to in writing. Equipment and other tangible property not so retrieved shall be

deemed to be abandoned property and shall be transferred to the General Treasurer Agency for the collective benefit of the TVRCFL.

- b. Property provided for the collective benefit of the RCFL. The following tangible property and monies when provided to the TVRCFL are to be transferred to or titled in the name of the General Treasurer Agency for the collective benefit of the TVRCFL:
 1. tangible and intangible property and/or monies forfeited to any State, local, or Non-Law Enforcement Participating Agency primarily as result of services rendered by the TVRCFL ,or otherwise provided to the TVRCFL by action of State law;
 2. tangible and intangible property and/or monies obtained by any State, local, or Non-Law Enforcement Participating Agency through a grant to the TVRCFL; and
 3. tangible and intangible property and/or monies expressly provided by State, local, or Non-Law Enforcement Participating Agencies to and for the benefit of the TVRCFL.
 4. Upon the dissolution or termination of the TVRCFL, the General Treasurer Agency shall equitably distribute or dispose of said property pursuant to the directives of the SEAs serving on the Executive Board, or, in the absence of any such prior specific or general directive, following dissolution or termination, pursuant to such principles as the General Treasurer Agency deems equitable. Property damaged or destroyed that was utilized by the TVRCFL in connection with its operations and is in the custody and control and used at the direction of the TVRCFL will be the financial responsibility of the agency that provided/contributed said property if title to such property was retained.

G. Intellectual Property. Except as expressly authorized by the Executive Board, all intellectual property rights and interests generated in whole or in part by the TVRCFL or its assignees, or otherwise generated in whole or in part through the use of equipment or property granted, purchased, donated, forfeited, or abandoned to or for the benefit of the TVRCFL shall transfer to or be titled in the name of the General Treasurer Agency for the collective benefit of the TVRCFL Participating Agencies and shall be controlled by the Executive Board, EXCEPT THAT intellectual property rights in educational text, journals, or treatises of assignees created without use of or reliance on TVRCFL materials or information for activities outside the assignee's duties at the TVRCFL shall NOT inure to the benefit of the TVRCFL, but be governed by policy of the assignee's Participating Agency, if any.

H. Release of FBI/TVRCFL Information to the Public. Except as authorized by the Laboratory Director or by any action or policy of the Executive Board, no assignee shall disseminate to the public at large any text, journal, treatise, or other material relating to the forensic examination or analysis of digital evidence that discusses or discloses any policy, practice, or procedure of the TVRCFL that has not clearly been identified as authorized for public dissemination, or has otherwise not been made public. The Laboratory Director shall

ensure that any release of FBI information is consistent with the FBI's pre-publication review policy. No assignee shall disclose his/her present affiliation with the TVRCFL except in accordance with 5 C.F.R. §2635.807(b) in a manner reasonably satisfactory to the Laboratory Director. Upon the termination or dissolution of the TVRCFL, any residual intangible property rights held by or for the TVRCFL shall be equitably disposed by the General Treasurer Agency in a manner similar to that provided herein for disposition of tangible property.

I. Operational Supplies. Digital media and other supplies necessary to operate the TVRCFL shall be provided to the TVRCFL by Participating Agencies and/or be purchased through available funds by the Laboratory Director or his/her designee. In the absence of necessary media or supplies, it is agreed that an agency submitting digital media for forensic examination or otherwise requesting the assistance of the TVRCFL shall be required to provide the necessary media or supplies in kind or submit funds necessary for purchase of the same.

J. Records. The Executive Board shall, by majority vote, direct that one of the Participating Agencies be deemed owner and custodian of such records of the TVRCFL and, in the absence of such a directive by the Executive Board, such records shall be deemed the property of the General Treasurer Agency, EXCEPT THAT:

1. All records determined by the FBI to constitute FBI records shall continue to be owned by the FBI and are subject to the FBI Record Management Division's rules and regulations regarding the retention, disclosure, and destruction of records. Further, all FBI records shall be returned to FBI as directed by the FBI OTD Assistant Director or his/her designee if at any time:

- a) TVRCFL loses its FBI "Affiliate" status;
- b) the FBI ceases to be a Participating Agency to the TVRCFL; or
- c) dissolution or termination of the TVRCFL.

XVII. PRIORITIZATION OF TVRCFL CASES.

A. Subject to the Participating Agency service priority specified in the TVRCFL Mission statement, supra, or any contrary duly executed amendment to this MOU adopted by unanimous vote of the Executive Board, evidence submitted to the TVRCFL for processing and examination will be prioritized for service based upon the following criteria.

- 1. Imminent credible threat of serious bodily injury or death to persons known or unknown, including examinations of evidence necessary to further the investigation of an at-large or unknown suspect who poses an imminent threat of serious bodily injury or death to persons known or unknown;
- 2. Potential threat of serious bodily injury or death to person(s);

3. Matters involving or affecting national security;¹
4. Imminent credible risk of loss of or destruction to property of significant value;
5. Immediate pending court date, or non-extendable, outcome-determinative legal deadline;
6. Potential risk of loss of or destruction to property, or the exam is needed to further the investigation; and
7. No credible potential threat of bodily injury or death to person(s) and/or loss or destruction of property.

XVIII. EFFECTIVE DATE/DURATION/TERMINATION.

- A. This MOU shall become effective by and between each Participating Agency upon execution by all its respective representatives.
- B. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- C. The term of this MOU is for the duration of the TVRCFL operations, EXCEPT that provisions relating to the disclosure of TVRCFL/FBI information shall remain in effect indefinitely after withdrawal from or termination of participation by that agency in the TVRCFL.
- D. Any Participating Agency may terminate its relationship with the TVRCFL and withdraw from the TVRCFL at any time by written notification to the then remaining Participating Agencies at least thirty (30) days prior to withdrawal. Notice of termination of a Participating Agency shall be attached to this MOU and be maintained by the Laboratory Director and the Chair.
- E. Any Participating Agency that withdraws or reduces the number of assigned FE below the minimum required by this agreement and fails to assign a replacement within thirty (30) days shall be re-designated as a Non-Participating Agency.

XIX. AMENDMENTS TO THIS AGREEMENT.

- A. Except for Amendments adding one or more Participating Agencies, this MOU may be modified or amended only by written consent of each Participating Agency of the TVRCFL with the prior written concurrence of the FBI OTD Assistant Director or his/her designee.

¹ If an RCFL Laboratory Director cannot promptly assign a matter involving or affecting national security, the RCFL Laboratory Director shall promptly notify the submitting federal agency of the fact of the delay.

B. Amendments to this agreement shall have no force and effect until such modifications/ amendments are reduced to writing and signed by an authorized representative from each Participating Agency, EXCEPT THAT amendments adding Participating Agency(ies) may only be made pursuant to the procedure referenced herein.

XX. MISCELLANEOUS.

A. Headings Irrelevant. The paragraph headings and numbering in this MOU are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this MOU.

B. Succession of FBI Division Authority. All rights, obligations, duties, notices, or other procedural references to the OTD may transfer and inure to any other Division of the FBI, without amendment to this MOU, upon written notice to the Chair of the Executive Board by the OTD Assistant Director or his/her designee.

C. No Third-Party Rights. Nothing in this MOU is intended to confer or does confer any rights, duties, or obligations on any person other than the Participating Agencies and, to such limited extent as explicitly noted, their employee(s) assigned to the TVRCFL.

D. Settlement of Disagreements/ Disputes. Disagreements and disputes between the Participating Agencies arising under or relating to this MOU shall be resolved only by consultation by and between the affected Agencies or, in the case of a disagreement or dispute affecting all Participating Agencies, through the Executive Board, and will not be referred to a state court, federal court, or to any other person or entity for settlement.

E. No Superseding Standard of Care, Duty, or Conduct. Nothing in the MOU or any policy, procedure, practice, protocol, or guideline resulting therefrom is intended to alter or affect or does alter or affect any standard of care, standard of conduct, lawful authority to search, seize, or arrest as may be otherwise authorized by the Constitution of the United States, any federal or state law or international treaty or its equivalent, or any policy or procedure of the FBI or any FEA or SEA.

F. Severability. If any portion of this MOU is declared invalid by a court of competent jurisdiction, this MOU shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the intent of the Participating Agencies as reflected in this MOU.

G. Funding/Acquisitions/Contracting. This MOU does not obligate any participating agency to provide nor does it constitute a basis for the transfer of funds. Rather it is a basic statement of understanding between the parties hereto. Expenditures of funds in connection with the implementation of the this MOU will be subject to the budgetary processes of each participating agency and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures. Acquisitions and purchasing commitments by FEAs with their own federal funding which are in support of

the TVRCFL will be made in accordance with applicable federal rules and regulations. No such acquisitions may be made without proper authorization from the appropriate federal contracting official.

H. Binding Effect. This MOU shall inure to the benefit of, and shall be binding upon, the Participating Agencies and their respective successors.

XXI. SIGNATURES. IN WITNESS WHEREOF, the below enumerated Participating Agencies, by and through their respective Chief Executive Officer and Official in Charge, hereby execute this agreement.

Huntsville
Huntsville Police Department

Date

Todd McCall
Assistant Director - Operational Technology Division
Federal Bureau of Investigation

Date

Birmingham
Special Agent in Charge (SAC)
Birmingham Division
Federal Bureau of Investigation

Date

Birmingham
Contracting Officer
Federal Bureau of Investigation

Date

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Appendix A
Description and Identification of Specific Employee(s) and Resources Initially Committed by Each
Participating Agencies to the TVRCFL.

1. Officer Neal Jenkins, Huntsville Police Department, Huntsville, Alabama

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 11/3/2016

Department Contact: Chief McMurray

Phone # 256-427-5441

Contract or Agreement: Agreement

Document Name: The Tennessee Valley Regional Computer Forensics Laboratory (TVRCFL) Cooperati...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Frank McMurray</i>	11-1-16
2) Legal	<i>Mary Cates</i>	11-1-16
3) Finance	<i>M. Berger</i>	11-1-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		