

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE
CRIMINAL JUSTICE SERVICES DIVISION (CJIS)
AND

THE BUREAU OF CRIMINAL INVESTIGATION (BCI)

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police, Bureau of Administrative and Support Services, Criminal Justice Information Services Division and Bureau Of Criminal Investigation (BCI), hereinafter referred to as the "parties," is to memorialize the parties understanding regarding the transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) system of records.

2. **BACKGROUND:** The FBI maintains the NCIC system of records containing multiple files. Two of the files, the Vehicle File and License Plate File, contain information relating to stolen vehicles, vehicles wanted in conjunction with felonies, and vehicles subject to seizure based on federal court orders. Additionally, information relating to vehicles in association with wanted persons is contained in the Wanted Person File. The Department of State Police, Criminal Justice Information Services (CJIS) Division serves as the Criminal Justice Information Services System Agency (CSA) for the FBI and as such, is responsible for the retention and transfer of information for the Virginia Criminal Information Network (VCIN) databases and those sent to the FBI CJIS Division. The Department of State Police, as the CSA, is responsible for the compliance with all FBI policies related to the aforementioned files in NCIC and VCIN.

The Department of State Police, Bureau of Criminal Investigation has instituted the use of state-of-the-art license plate screening technology which can be used from mobile and fixed sites. Through these programs, vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Data is provided only to the law enforcement agency, not the vendor. Consequently, BCI has requested that the Department of State Police, CJIS Division obtain relatively current information from the VCIN/NCIC files in order to compare scanned numbers against stolen license plates.

3. **AUTHORITY:** The Department of State Police has authority to enter into this MOU with the BCI under the provisions of a MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority allows transfer, receiving, and storage of records contained in NCIC/VCIN system of records to all Virginia law enforcement agencies.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC/VCIN Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and made available under acceptable protocols established by the CJIS Division and the Bureau of Criminal Investigation.

A. The Bureau of Administrative and Support Services, CJIS Division will:

- 1. Provide the authorization for the Information Technology and Planning Division to provide BCI with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File; by determining methods and access protocols to obtain this information for use.**
- 2. Provide the authorization for the Information and Technology and Planning Division to provide BCI updated extract information on a mutually agreed to frequency.**
- 3. Respond to specific inquiries from the BCI.**
- 4. Provide BCI with the name and telephone number of a technical and an administrative point of contact.**

B. The Bureau of Criminal Investigation will:

- 1. Use the NCIC/VCIN extracts for law enforcement purposes only.**
- 2. Update its local database as the FBI and Department of State Police updates become available ensuring that those numbers deleted from the NCIC/VCIN system are also deleted from all local databases.**
- 3. Confirm extract hits are still active in NCIC/VCIN at the earliest reasonable opportunity in accordance with current hit confirmation policy.**
- 4. Provide the CJIS Division with the name and telephone number of an administrative point of contact; having responsibility for proper use, oversight and VCIN/NCIC policy compliance.**

5. DISCLOSURE AND USE OF INFORMATION: The exchange of information will be limited to extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File.

A. It is the intent of the parties that the transfer of information described under this MOU will be used for criminal justice purposes only and further dissemination is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

6. SECURITY:

A. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.

B. For the purposes of this section and this license plate reader project; a locked law enforcement vehicle is considered a secure location during normally assigned work shifts.

C. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a State Police office. A secure facility is further defined as having security measures such as locks and alarms employed at the facility to prevent unauthorized access and unauthorized entry.

D. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.

F. Upon transfer of NCIC/VCIN extract information to the license plate reader machine, all NCIC/VCIN file extract information and or non-reusable media will be destroyed. Any NCIC/VCIN file extract information transferred to reusable electronic media will be destroyed, deleted or erased from the electronic media to prevent any unauthorized access to that information due to theft, loss or any similar event.

7. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

1. Upon the discovery and/or report of alleged misuse or breach of security provisions relating to the use of any NCIC/VCIN file extract information; suspension or termination of access to file extract information will occur immediately and continue until the issue is resolved or otherwise proved to be unfounded.
2. The suspension of access or termination will be determined upon the sole discretion of the CJIS System Officer, identified as the CJIS Division Commander; or CJIS System Agency, Information Security Officer, identified as the CJIS Division VCIN Lieutenant.

B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

C. Either party may terminate this MOU upon 30-days written notification to the other party.

D. This MOU may terminate as a result of action of the FBI; independent of any agreement between the parties as a result of termination of the agreement between the Department of State Police and the FBI since these file extracts are being provided by the FBI and is governed by their continued approval. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
2. All Project extract information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within three months of the termination of this MOU.

8. This MOU, which consists of eight Sections, will enter into effect upon the signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the Commonwealth of Virginia, Department of State Police, Bureau of Administrative Services, CJIS Division and Bureau of Criminal Investigation.

For the Bureau of Administrative and Support Services:

Captain W. Ken Paul, Jr.
CJIS System Officer
Division Commander
Criminal Justice Information Services Division

Date

For the Bureau of Criminal Investigation

Lieutenant Colonel Terry A. Bowes
Bureau Director

Date

To: Lt. Colonel Terry A. Bowes

From: Captain W. Ken Paul, Jr.

Subject: Memorandum of Understanding – Bureau of Criminal Investigation
License Plate Reader Project

Attached for your review is a Memorandum of Understanding (MOU) between the Bureau of Criminal Investigation (BCI) and the Bureau of Administrative Support Services, Criminal Justice Information Services (CJIS) Division; in relation to the ongoing License Plate Reader Project. The purpose of the MOU is to define agreement upon what will be expected by parties involved in this endeavor.

Our ability to provide information for the Project is governed by FBI CJIS Division rules and policies and an MOU signed between the FBI and Department of State Police CJIS Division on December 12, 2005. As the CJIS System Agency for the FBI, the State Police CJIS Division is responsible and accountable for security, use and access of the NCIC/VCIN file extracts.

Given our relationship, being part of the same agency, this MOU is not legally binding. However, I believe the MOU will serve as a guide to clarify expectations and “best practices” for all parties involved.

If this meets with your approval, please sign and return the MOU to this office at your first opportunity. I trust that, upon approval, you will ensure all users having access to the NCIC/VCIN extract file data have an understanding of the requirements and limitations set forth in the MOU.

Thank you for cooperation in this matter and the opportunity to provide BCI a service to help in your efforts to prevent, detect and deter crime in the Commonwealth of Virginia.

Wkp/pdf

Attachment