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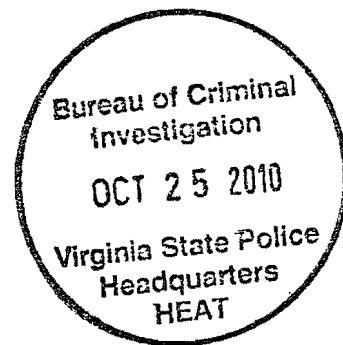
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The County of Albemarle Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the County of Albemarle Police Department, 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 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 National Crime Information Center (NCIC) and VCIN.

The County of Albemarle Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 County of Albemarle Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the County of Albemarle Police Department.

A. The Department of State Police will:

1. Provide the County of Albemarle Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the County of Albemarle Police Department;
4. Provide the County of Albemarle Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The County of Albemarle Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the County of Albemarle Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the County of Albemarle Police Department.

For the Commonwealth of Virginia, Department of State Police:

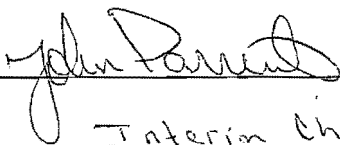


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10-25-10

Date

For The County of Albemarle Police Department



Interim Chief of Police

10-19-10

Date

REVISED
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

THE CITY OF ALEXANDRIA, VIRGINIA
POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Alexandria Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Alexandria Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Alexandria Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the Alexandria Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Alexandria Police Department; and
4. Provide the Alexandria Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Alexandria Virginia Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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; and
4. Provide the Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Alexandria Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. 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.
- G. 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.

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

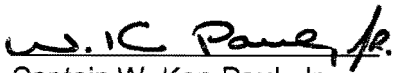
- A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.
 - 1. Upon the discovery and/or report of alleged misuse or breach of security provisions relating to the use of any NCIC/VCIN file extract information; suspension or termination of 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. Each party will pay the costs it incurs as a result of termination.

3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 and the City of Alexandria, Virginia Police Department.

For the Commonwealth of Virginia, Department of State Police:

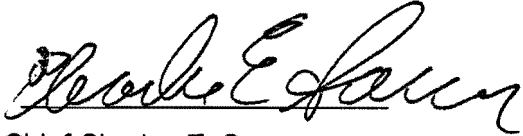


Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-13-06

Date

For the City of Alexandria, Virginia Police Department:



Chief Charles E. Samarra
Alexandria Police Department

2-28-06

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

ARLINGTON COUNTY POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Arlington County Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Arlington County Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Arlington County Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Arlington County Police Department.

A. The Department of State Police will:

1. Provide the Arlington County Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Arlington County Police Department;
4. Provide the Arlington County Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Arlington County Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Arlington County Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

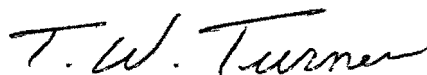
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

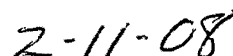
1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
 2. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Arlington County Police Department.

For the Commonwealth of Virginia, Department of State Police:

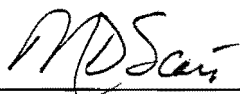


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police



Date

For Arlington County Police Department



M. Douglas Scott
Chief of Police
Arlington County Police Department



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Augusta County Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Augusta County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Augusta County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Augusta County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Augusta County Sheriff's Office.
- A. The Department of State Police will:
1. Provide the Augusta County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the Augusta County Sheriff's Office ;
 4. Provide the Augusta County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.
- B. The Augusta County Sheriff's Office will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Augusta County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Augusta County Sheriff's Office.

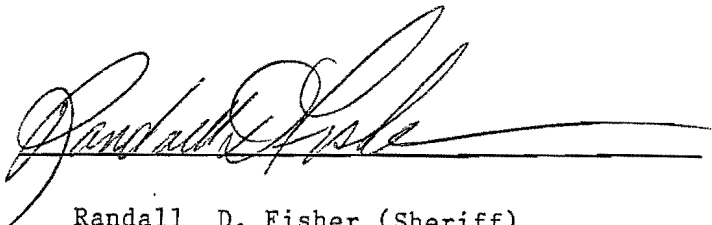
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

5/6/10
Date

For The Augusta County Sheriff's Office



Randall D. Fisher (Sheriff)

5/4/2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Bedford County Sheriff's OfficeGENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Bedford County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Bedford County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Bedford County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Bedford County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Bedford County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Bedford County Sheriff's Office ;
4. Provide the Bedford County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Bedford County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Bedford County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Bedford County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

D
For The Bedford County Sheriff's Office

M. J. Brown Sheriff
M. J. BROWN, Sheriff

10-14-10
Date

COPY

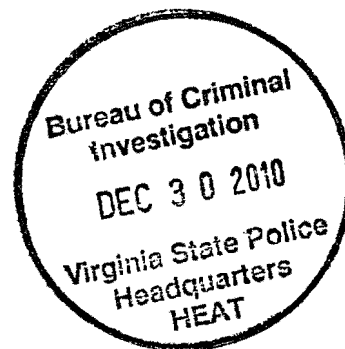
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Botetourt County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Botetourt County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Botetourt County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Botetourt County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Botetourt County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Botetourt County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Botetourt County Sheriff's Office;
4. Provide the Botetourt County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Botetourt County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Botetourt County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Botetourt County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

1-19-11
Date

For The Botetourt County Sheriff's Office



12-28-10
Date

COPY

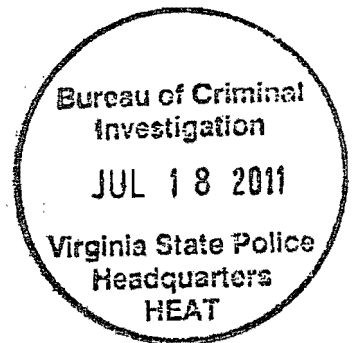
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Caroline County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Caroline County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Caroline County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Caroline County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Caroline County Sheriff's Office.
- A. The Department of State Police will:
1. Provide the Caroline County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the Caroline County Sheriff's Office ;
 4. Provide the Caroline County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.
- B. The Caroline County Sheriff's Office will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Caroline County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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The foregoing represents the understandings reached between the Department of State Police and the Caroline County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

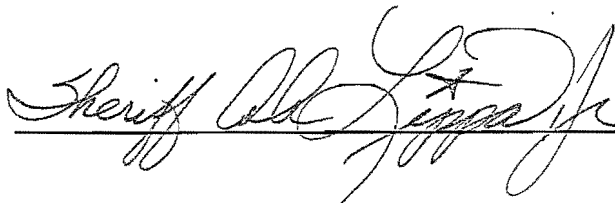


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9/8/11

Date

For The Caroline County Sheriff's Office



Sheriff

7/15/11

Date

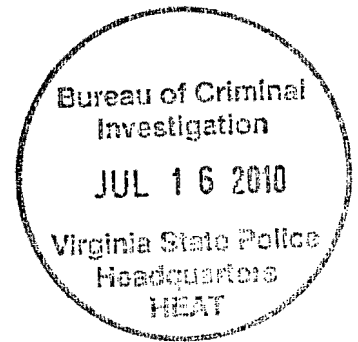
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Carroll County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Carroll County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Carroll County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Carroll County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Carroll County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Carroll County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Carroll County Sheriff's Office;
4. Provide the Carroll County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Carroll County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Carroll County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

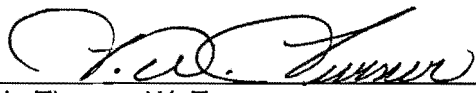
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Carroll County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-19-2010
Date

D
For The Carroll County Sheriff's Office



H. Warren Manning
Sheriff

7/14/2010
Date

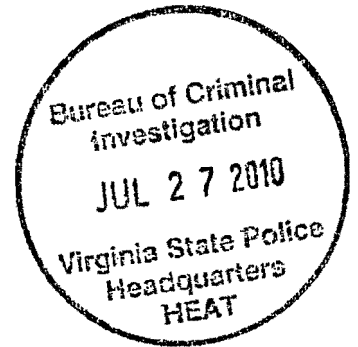
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Charlottesville Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Charlottesville Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Charlottesville Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Charlottesville Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Charlottesville Police Department.

A. The Department of State Police will:

1. Provide the City of Charlottesville Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Charlottesville Police Department;
4. Provide the City of Charlottesville Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Charlottesville Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Charlottesville Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to

include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Charlottesville Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

8-2-2010

Date

For City of Charlottesville Police Department



Chief of Police
Charlottesville Police Department

7/26/10

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

CITY OF CHESAPEAKE POLICE DEPARTMENT

GENERAL PROVISIONS

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Chesapeake, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Chesapeake Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Chesapeake Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

4. SCOPE: This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File and Wanted Person File to the Department of State Police and made available under acceptable protocols established by the Department of State Police to the City of Chesapeake Police Department.

A. The Department of State Police will:

1. Provide the City of Chesapeake Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Chesapeake Police Department;
4. Provide the City of Chesapeake Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Chesapeake Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Chesapeake Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

C. All extract information transferred for the purposes of this project will be maintained

in secure locations as is required for all NCIC/VCIN terminals.

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

9. 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 CSA, 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

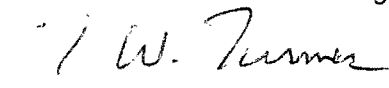
date of termination.

2. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the City of Chesapeake, Virginia Police Department.

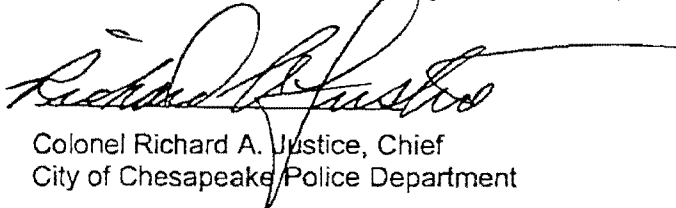
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

3/20/07
Date

For the City of Chesapeake, Virginia Police Department:



Colonel Richard A. Justice, Chief
City of Chesapeake Police Department

3/19/07
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

County of Chesterfield Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the County of Chesterfield Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The County of Chesterfield Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 County of Chesterfield Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the County of Chesterfield Police Department.

A. The Department of State Police will:

1. Provide the County of Chesterfield Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the County of Chesterfield Police Department;
4. Provide the County of Chesterfield Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The County of Chesterfield Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the County of Chesterfield Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.
- D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the County of Chesterfield Police Department.

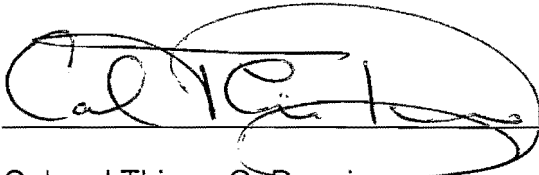
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

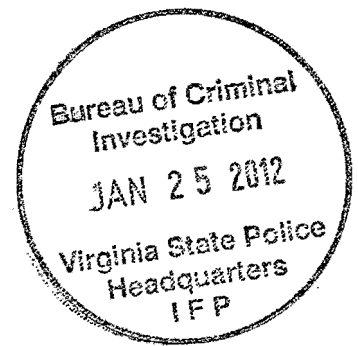
7-14-08
Date

For County of Chesterfield Police Department



Colonel Thierry G. Dupuis
County of Chesterfield Police Department

7-8-08
Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Colonial Heights Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Colonial Heights Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The **Colonial Heights Police Department** has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 **Colonial Heights Police Department** under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the **Colonial Heights Police Department**.
 - A. The Department of State Police will:
 1. Provide the **Colonial Heights Police Department** with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the **Colonial Heights Police Department**;
 4. Provide the **Colonial Heights Police Department** with the name and telephone number of a technical and an administrative point of contact.
 - B. The **Colonial Heights Police Department** will:
 1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the **Colonial Heights Police Department** will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
 - A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. **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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Colonial Heights Police Department.

For the Commonwealth of Virginia, Department of State Police:

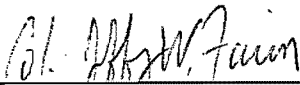


Captain Thomas W. Turner, Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

1-25-12

Date

For the Colonial Heights Police Department:



Colonel Jeffrey W. Faries
Chief of Police

1/19/12

Date

1/18/12

COPY

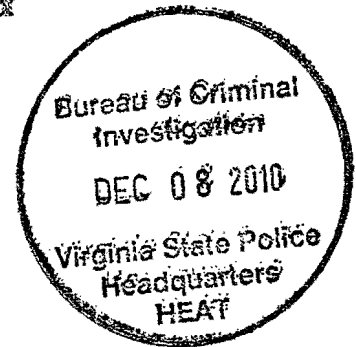
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Danville Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Danville Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Danville Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Danville Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Danville Police Department.

A. The Department of State Police will:

1. Provide the City of Danville Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Danville Police Department ;
4. Provide the City of Danville Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Danville Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Danville Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Danville Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

12-20-10
Date

For City of Danville Police Department



12-7-10
Date

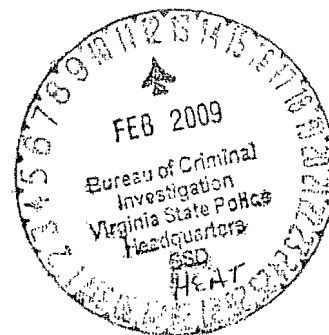
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Town of Drakes Branch Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Drakes Branch Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Drakes Branch Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Drakes Branch Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Drakes Branch Police Department.

A. The Department of State Police will:

1. Provide the Town of Drakes Branch Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Drakes Branch Police Department;
4. Provide the Town of Drakes Branch Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Drakes Branch Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Drakes Branch Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

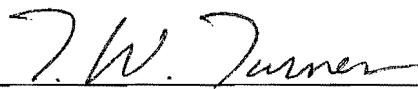
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Drakes Branch Police Department.

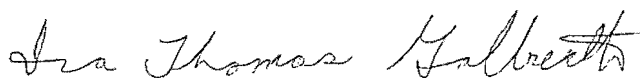
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

2-11-09
Date

For Town of Drakes Branch Police Department



2-6-09
Date

Chief Ira Thomas Galbreath
Town of Drakes Branch Police Department

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The City of Emporia Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Emporia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Emporia Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Emporia Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Emporia Police Department.

A. The Department of State Police will:

1. Provide the City of Emporia Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Emporia Police Department ;
4. Provide the City of Emporia Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Emporia Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Emporia Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Emporia Police Department.

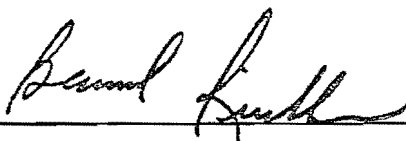
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For The City of Emporia Police Department



6/23/10
Date

COPY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Essex County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Essex Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Essex Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Essex Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Essex Sheriff's Office.
 - A. The Department of State Police will:
 1. Provide the Essex Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the Essex Sheriff's Office;
 4. Provide the Essex Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.
 - B. The Essex Sheriff's Office will:
 1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Essex Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
 - A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Essex Sheriff's Office.

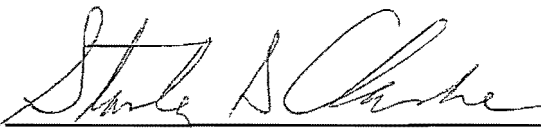
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10/26/11
Date

For Essex Sheriff's Office



Stanley Clarke Sheriff

10-14-11
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

City of Fairfax Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Fairfax Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Fairfax Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Fairfax Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Fairfax Police Department.

A. The Department of State Police will:

1. Provide the City of Fairfax Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Fairfax Police Department;
4. Provide the City of Fairfax Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Fairfax Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Fairfax Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
 - B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.

- D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Fairfax Police Department.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For City of Fairfax Police Department

Colonel Rick Rappoport
City of Fairfax Police Department

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

FAIRFAX COUNTY POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Fairfax County Police Department, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Fairfax County Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Fairfax County Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the Fairfax County Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Fairfax County Police Department;
4. Provide the Fairfax County Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Fairfax County Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Fairfax County Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

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

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

9. 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 CSA, 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. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the Fairfax County Police Department.

For the Commonwealth of Virginia, Department of State Police:

W. K. Paul, Jr.

Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

3-24-06

Date

For Fairfax County Police Department:

D. M. Rohrer

Colonel David M. Rohrer
Fairfax County Police Department

3-13-06

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

City of Falls Church Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Falls Church Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Falls Church Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Falls Church Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Falls Church Police Department.

A. The Department of State Police will:

1. Provide the City of Falls Church Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Falls Church Police Department;
4. Provide the City of Falls Church Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Falls Church Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Falls Church Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Falls Church Police Department.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For City of Falls Church Police Department

Colonel Harry Reitze
City of Falls Church Police Department

Date

COPY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Fluvanna County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Fluvanna County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Fluvanna County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Fluvanna County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Fluvanna County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Fluvanna County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Fluvanna County Sheriff's Office;
4. Provide the Fluvanna County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Fluvanna County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Fluvanna County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

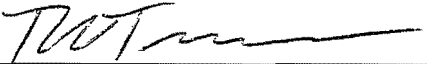
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Fluvanna County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

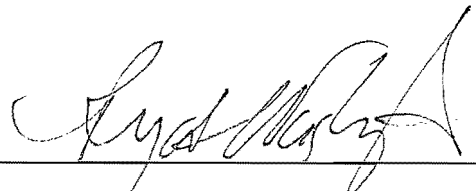


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10/26/11

Date

For The Fluvanna County Sheriff's Office



9/29/11

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Franklin County Sheriff's Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Franklin County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Franklin County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Franklin County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Franklin County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Franklin County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Franklin County Sheriff's Office ;
4. Provide the Franklin County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Franklin County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Franklin County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Franklin County Sheriff's Office.

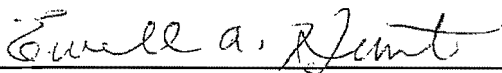
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-30-10
Date

For The Franklin County Sheriff's Office



Ewell Hunt, Sheriff
Franklin County, Virginia
70 East Court Street, Suite 101
Rocky Mount, VA 24151

3-23-2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The City of Fredericksburg Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Fredericksburg Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Fredericksburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Fredericksburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Fredericksburg Police Department.
- A. The Department of State Police will:
1. Provide the City of Fredericksburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the City of Fredericksburg Police Department;
 4. Provide the City of Fredericksburg Police Department with the name and telephone number of a technical and an administrative point of contact.
- B. The City of Fredericksburg Police Department will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Fredericksburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Fredericksburg Police Department.

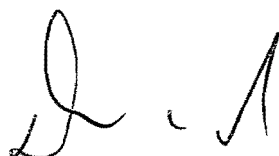
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For The City of Fredericksburg Police Department



David W. Nye
Chief of Police

6/25/10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Giles County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Giles County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Giles County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Giles County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Giles County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Giles County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Giles County Sheriff's Office;
4. Provide the Giles County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Giles County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Giles County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
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- A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.
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 - 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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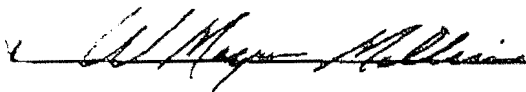
The foregoing represents the understandings reached between the Department of State Police and the Giles County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For Giles County Sheriff's Office



03/24/2011
Date

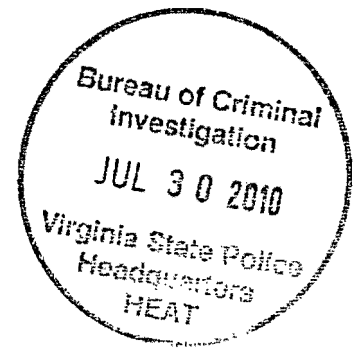
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Grayson County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Grayson County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Grayson County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Grayson County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Grayson County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Grayson County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Grayson County Sheriff's Office ;
4. Provide the Grayson County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Grayson County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Grayson County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Grayson County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

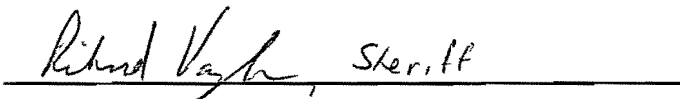


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

8-2-2010

Date

For The Grayson County Sheriff's Office



July 12, 2010

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

CITY OF HAMPTON POLICE DIVISION

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Hampton Police Division, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Hampton Police Division has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Hampton Police Division under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the City of Hampton Police Division with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Hampton Police Division;
4. Provide the City of Hampton Police Division with the name and telephone number of a technical and an administrative point of contact.

B. The City of Hampton Police Division will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Hampton Police Division will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

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

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

9. 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 CSA, 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. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the City of Hampton Police Division.

For the Commonwealth of Virginia, Department of State Police:


Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

10/13/06
Date

For City of Hampton Police Division:

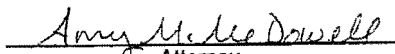

City of Hampton Police Division

10-12-06
Date

**CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY**

Approved as to legal form and sufficiency

Date: 10-12-2006


Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

County of Henrico Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the County of Henrico Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The County of Henrico Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 County of Henrico Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the County of Henrico Police Department.
 - A. The Department of State Police will:
 1. Provide the County of Henrico Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the County of Henrico Police Department;
 4. Provide the County of Henrico Police Department with the name and telephone number of a technical and an administrative point of contact.
 - B. The County of Henrico Police Department will:
 1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the County of Henrico Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
 - A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to

include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the County of Henrico Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10-15-07

Date

For County of Henrico Police Department



Colonel H. W. Stanley, Jr
County of Henrico Chief of Police

10-17-07

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Town of Herndon Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Herndon Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Herndon Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Herndon Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Herndon Police Department.

A. The Department of State Police will:

1. Provide the Town of Herndon Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Herndon Police Department;
4. Provide the Town of Herndon Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Herndon Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Herndon Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to

include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Herndon Police Department.

For the Commonwealth of Virginia, Department of State Police:

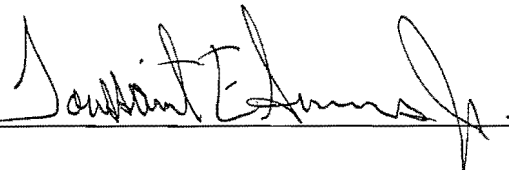


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

11/6/07

Date

For Town of Herndon Police Department _____



10/19/07

Date

Colonel Toussaint E. Summers, Jr.
Town of Herndon Police Department

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Isle of Wight Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Isle of Wight County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Isle of Wight County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Isle of Wight County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Isle of Wight County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Isle of Wight County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Isle of Wight County Sheriff's Office;
4. Provide the Isle of Wight County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Isle of Wight County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Isle of Wight County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Isle County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9-28-2010
Date

For The Isle of Wight County Sheriff's Office



Sept 13 2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

James City County Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the James City County Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The James City County Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 James City County Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the James City County Police Department.

A. The Department of State Police will:

1. Provide the James City County Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the James City County Police Department;
4. Provide the James City County Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The James City County Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the James City County Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIC/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the James City County Police Department.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For James City County Police Department

Chief Emmett H. Harmon
James City County Police Department

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Town of Leesburg Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Leesburg Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Leesburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Leesburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Leesburg Police Department.

A. The Department of State Police will:

1. Provide the Town of Leesburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Leesburg Police Department;
4. Provide the Town of Leesburg Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Leesburg Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Leesburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Leesburg Police Department.

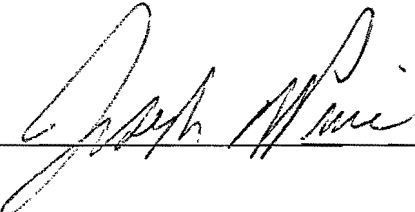
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For Town of Leesburg Police Department



6/14/2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Loudoun County Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Loudoun County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Loudoun County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Loudoun County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Loudoun County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Loudoun County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Loudoun County Sheriff's Office
4. Provide the Loudoun County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Loudoun County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Loudoun County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Loudoun County of Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For Loudoun County Sheriff's Office

Sheriff Stephen O. Simpson
Loudoun County Sheriff's Office

Date

COPY



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Louisa County Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Louisa County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Louisa County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Louisa County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Louisa County Sheriff's Office .

A. The Department of State Police will:

1. Provide the Louisa County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Louisa County Sheriff's Office ;
4. Provide the Louisa County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Louisa County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Louisa County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Louisa County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9/8/11

Date

For The Louisa County Sheriff's Office

capt J Pender

8-16-11

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

LYNCHBURG POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Lynchburg Police Department, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Lynchburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Lynchburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the Lynchburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Lynchburg Police Department;
4. Provide the Lynchburg Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Lynchburg Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Lynchburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

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

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

9. 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 CSA, 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:

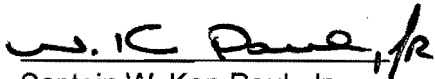
1. The parties will continue participation, financial or otherwise, up to the effective date of termination.

2. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the Lynchburg Police Department.

For the Commonwealth of Virginia, Department of State Police:

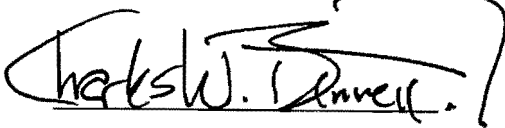


Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

11-1-06

Date

For Lynchburg Police Department:



Lynchburg Police Department

10/26/2006

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Manassas Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Manassas Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Manassas Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Manassas Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Manassas Police Department.

A. The Department of State Police will:

1. Provide the City of Manassas Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Manassas Police Department;
4. Provide the City of Manassas Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Manassas Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Manassas Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to

include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Manassas Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-8-10
Date

For the City of Manassas Police Department:



John J Skinner, Chief of Police
Manassas City Police Department

2/17/10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Manassas Park Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Manassas Park Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Manassas Park Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Manassas Park Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Manassas Park Police Department.

A. The Department of State Police will:

1. Provide the City of Manassas Park Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Manassas Park Police Department;
4. Provide the City of Manassas Park Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Manassas Park Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Manassas Park Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

- D. This MOU may terminate as a result of the 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 are 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:
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 2. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Manassas Park Police Department.

For the Commonwealth of Virginia, Department of State Police:

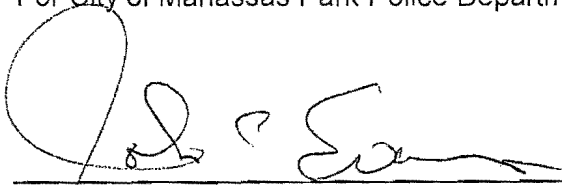


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-8-10

Date

For City of Manassas Park Police Department



Colonel John C. Evans
Chief of Police
City of Manassas Park Police Department

3/4/10

Date

COPY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The City of Martinsville Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Martinsville Police Department, 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 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 National Crime Information Center (NCIC) and VCIN.

The City of Martinsville Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Martinsville Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Martinsville Police Department.

A. The Department of State Police will:

1. Provide the City of Martinsville Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Martinsville Police Department;
4. Provide the City of Martinsville Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Martinsville Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Martinsville Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

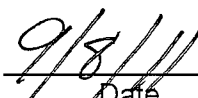
1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
 2. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Martinsville Police Department.

For the Commonwealth of Virginia, Department of State Police:

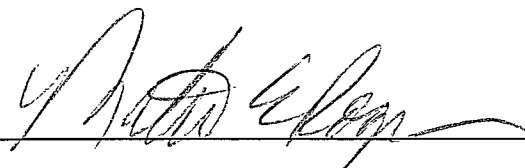


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

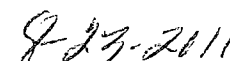


Date

For The City of Martinsville Police Department



[illegible]



Date

COPY

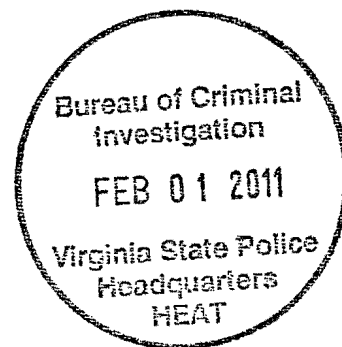
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The County of Roanoke Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the County of Roanoke Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The County of Roanoke Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 County of Roanoke Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the County of Roanoke Police Department.

A. The Department of State Police will:

1. Provide the County of Roanoke Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the County of Roanoke Police Department;
4. Provide the County of Roanoke Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The County of Roanoke Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the County of Roanoke Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:
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 - 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the County of Roanoke Police Department.

For the Commonwealth of Virginia, Department of State Police:

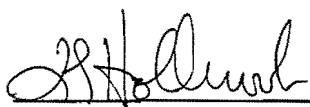


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

2-1-11

Date

For The County of Roanoke Police Department



TERRELL L. HOLBROOK
ASSISTANT CHIEF

01/27/11

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Roanoke Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Roanoke Police Department, 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.
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The City of Roanoke Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Roanoke Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Roanoke Police Department.

A. The Department of State Police will:

1. Provide the City of Roanoke Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Roanoke Police Department;
4. Provide the City of Roanoke Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Roanoke Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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;
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5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Roanoke Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

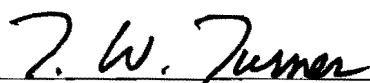
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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.
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 - 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

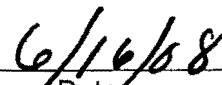
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10. This MOU, which consists of ten sections, will enter into effect upon the signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and 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 Department of State Police and the City of Roanoke Police Department.

For the Commonwealth of Virginia, Department of State Police:

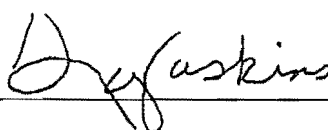


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

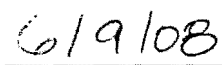


Date

For City of Roanoke Police Department



Chief A.L. Gaskins
City of Roanoke Police Department



Date

Chief A.L. Gaskins
City of Roanoke Police Department

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

CITY OF RICHMOND POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Richmond Police Department, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Richmond Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Richmond Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the City of Richmond Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Richmond Police Department;
4. Provide the City of Richmond Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Richmond Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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;
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5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Richmond Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

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

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

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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 CSA, 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. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the City of Richmond Police Department.

For the Commonwealth of Virginia, Department of State Police:

W. K. Paul, Jr. 

Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

8.20.06
Date

For City of Richmond Police Department:

A/C Ray 

City of Richmond Police Department

8/11/06
Date

copy

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

Prince William County Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Prince William County Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Prince William County Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Prince William County Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Prince William County Police Department.

A. The Department of State Police will:

1. Provide the Prince William County Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Prince William County Police Department;
4. Provide the Prince William County Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Prince William County Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Prince William County Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

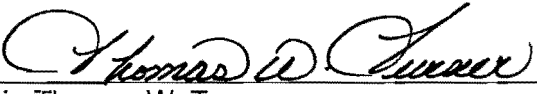
B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIC/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Prince William County Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-17-09
Date

For Prince William County Police Department



7/14/09
Date

Chief Charlie T. Deane
Prince William County Police Department

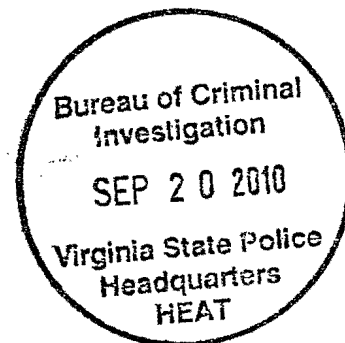
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The County of Prince George Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the County of Prince George Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The County of Prince George Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 County of Prince George Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the County of Prince George Police Department.

A. The Department of State Police will:

1. Provide the County of Prince George Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the County of Prince George Police Department;
4. Provide the County of Prince George Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The County of Prince George Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the County of Prince George Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the County of Prince George Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9-28-2010
Date

For The County of Prince George Police Department



9-16-10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

City of Portsmouth Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Portsmouth Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Portsmouth Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Portsmouth Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Portsmouth Police Department.

A. The Department of State Police will:

1. Provide the City of Portsmouth Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Portsmouth Police Department;
4. Provide the City of Portsmouth Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Portsmouth Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

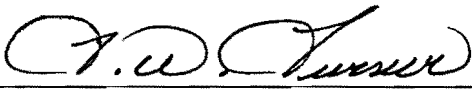
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Portsmouth Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
 - A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
 - B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIC/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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:

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10. This MOU, which consists of ten 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 Department of State Police and the City of Portsmouth Police Department.

For the Commonwealth of Virginia, Department of State Police:

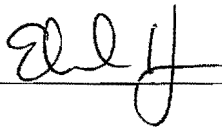


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-12-09

Date

For City of Portsmouth Police Department



Chief Edward G. Hargis
City of Portsmouth Police Department

3-16-09

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

PETERSBURG BUREAU OF POLICEGENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the PETERSBURG BUREAU OF POLICE 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 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 National Criminal Information Center (NCIC) and VCIN.

The PETERSBURG BUREAU OF POLICE has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 PETERSBURG BUREAU OF POLICE under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the PETERSBURG BUREAU OF POLICE.
- A. The Department of State Police will:
1. Provide the PETERSBURG BUREAU OF POLICE with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the PETERSBURG BUREAU OF POLICE;
 4. Provide the PETERSBURG BUREAU OF POLICE with the name and telephone number of a technical and an administrative point of contact.
- B. The PETERSBURG BUREAU OF POLICE will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the PETERSBURG BUREAU OF POLICE will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the PETERSBURG BUREAU OF POLICE.

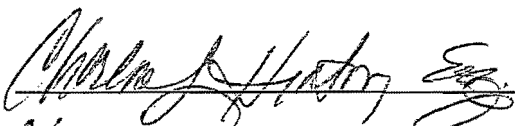
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

11/8/11
Date

For PETERSBURG BUREAU OF POLICE



Charlene L. HINTON, Esq.
CHIEF OF STAFF

PETERSBURG BUREAU OF POLICE

11/8/11
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Old Dominion University Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Old Dominion University Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Old Dominion University Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Old Dominion University Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Old Dominion University Police Department.

A. The Department of State Police will:

1. Provide the Old Dominion University Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Old Dominion University Police Department ;
4. Provide the Old Dominion University Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Old Dominion University Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Old Dominion University Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Old Dominion University Police Department.

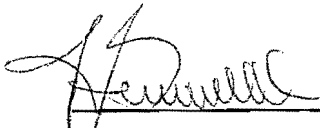
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-10
Date

For the Old Dominion University Police Department



4/21/10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Norfolk Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Norfolk Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Norfolk Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Norfolk Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Norfolk Police Department.
 - A. The Department of State Police will:
 1. Provide the City of Norfolk Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the City of Norfolk Police Department;
 4. Provide the City of Norfolk Police Department with the name and telephone number of a technical and an administrative point of contact.
 - B. The City of Norfolk Police Department will:
 1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Norfolk Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
 - A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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.

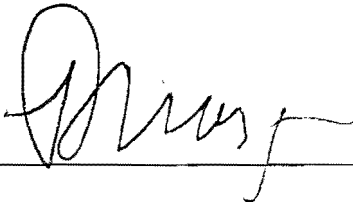
The foregoing represents the understandings reached between the Department of State Police and the City of Norfolk Police Department.

For the Commonwealth of Virginia, Department of State Police:

Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

Date

For City of Norfolk Police Department



May 14, 2008
Date

Chief Bruce P. Marquis
City of Norfolk Police Department

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

Metropolitan Washington Airports Authority Police Department (MWAA)

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the MWAA Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The MWAA Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 MWAA Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the MWAA Police Department.

A. The Department of State Police will:

1. Provide the MWAA Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the MWAA Police Department;
4. Provide the MWAA Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The MWAA Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the MWAA Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
 - B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.

- D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the MWAA Police Department.

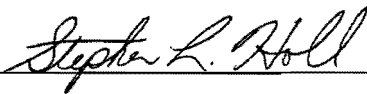
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

1-19-2010
Date

For Metropolitan Washington Airports Police Department (MWAA)



1/6/2010
Date

Chief Stephen L. Holl
Metropolitan Washington Airports Police Department (MWAA)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

NEWPORT NEWS POLICE DEPARTMENT

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Newport News Police Department, Virginia Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Newport News Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Newport News Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive and store records contained in NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the Newport News Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Newport News Police Department;
4. Provide the Newport News Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Newport News Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Newport News Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. 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.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end to end encryption for CJIS data transport, and appropriate use of two factor access authentication.

B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

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

D. 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.

E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.

F. 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.

G. 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.

9. 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 CSA, 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:

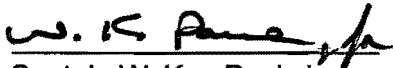
1. The parties will continue participation, financial or otherwise, up to the effective date of termination.

2. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten 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 Department of State Police and the Newport News Police Department.

For the Commonwealth of Virginia, Department of State Police:

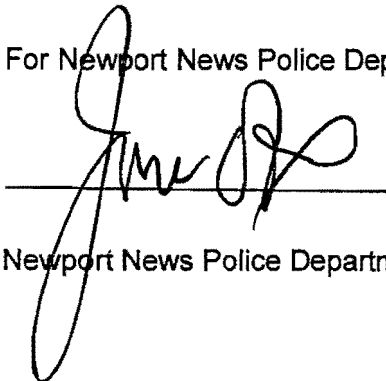


Captain W. Ken Paul, Jr.
Division Commander
Criminal Justice Information
Services Division
Virginia Department of State Police

11-13-06

Date

For Newport News Police Department:



Newport News Police Department

11/09/06

Date

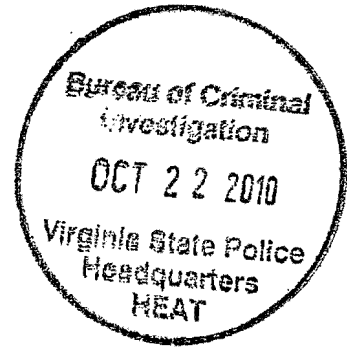
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The New Kent County Sheriff's Office



COPY

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the New Kent County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The New Kent County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 New Kent County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the New Kent County Sheriff's Office.

A. The Department of State Police will:

1. Provide the New Kent County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the New Kent County Sheriff's Office ;
4. Provide the New Kent County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The New Kent County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the New Kent County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

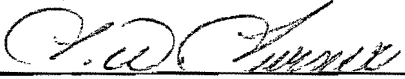
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the New Kent County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

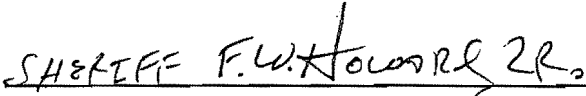


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10-25-10

Date

For The New Kent County Sheriff's Office



SHERIFF F. W. Howard

10/22/2010

Date

COPY

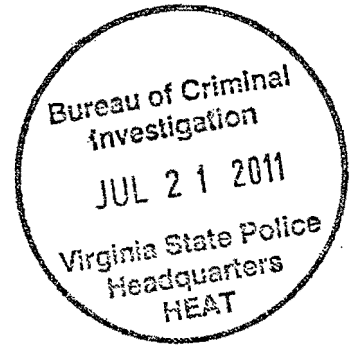
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Nelson County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Nelson County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Nelson County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Nelson County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Nelson County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Nelson County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Nelson County Sheriff's Office;
4. Provide the Nelson County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Nelson County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Nelson County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Nelson County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9/8/11

Date

For The Nelson County Sheriff's Office



STEVEN A. DAVIS

7/20/2011

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Montgomery County Sheriff's Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Montgomery County Sheriff's Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Montgomery County Sheriff's Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Montgomery County Sheriff's Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Montgomery County Sheriff's Department.

A. The Department of State Police will:

1. Provide the Montgomery County Sheriff's Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Montgomery County Sheriff's Department;
4. Provide the Montgomery County Sheriff's Department with the name and telephone number of a technical and an administrative point of contact.

B. The Montgomery County Sheriff's Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Montgomery County Sheriff's Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Montgomery County Sheriff's Department.

For the Commonwealth of Virginia, Department of State Police:

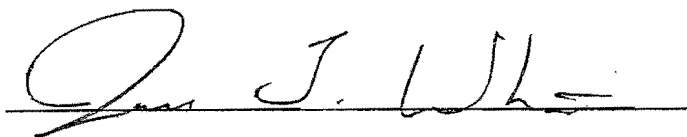


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-10

Date

For The Montgomery County Sheriff's Department



4/20/2010

Date

Sheriff

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Floyd County Sheriff's Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Floyd County Sheriff's Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Floyd County Sheriff's Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Floyd County Sheriff's Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Floyd County Sheriff's Department.

A. The Department of State Police will:

1. Provide the Floyd County Sheriff's Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Floyd County Sheriff's Department ;
4. Provide the Floyd County Sheriff's Department with the name and telephone number of a technical and an administrative point of contact.

B. The Floyd County Sheriff's Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Floyd County Sheriff's Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Floyd County Sheriff's Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-10
Date

For The Floyd County Sheriff's Department



Sheriff

3-11-10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Craig County Sheriff's Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Craig County Sheriff's Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Craig County Sheriff's Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Craig County Sheriff's Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Craig County Sheriff's Department.
- A. The Department of State Police will:
1. Provide the Craig County Sheriff's Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the Craig County Sheriff's Department ;
 4. Provide the Craig County Sheriff's Department with the name and telephone number of a technical and an administrative point of contact.
- B. The Craig County Sheriff's Department will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Craig County Sheriff's Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

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

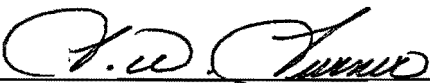
- A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.
 - 1. Upon the discovery and/or report of alleged misuse or breach of security provisions relating to the use of any NCIC/VCIN file extract information, suspension or termination of 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Craig County Sheriff's Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-10
Date

For The Craig County Sheriff's Department



4/21/10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Town of Christiansburg Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Christiansburg Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Christiansburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Christiansburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Christiansburg Police Department.

A. The Department of State Police will:

1. Provide the Town of Christiansburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Christiansburg Police Department;
4. Provide the Town of Christiansburg Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Christiansburg Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Blacksburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Christiansburg Police Department.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-6-10
Date

For The Town of Christiansburg Police Department



Police Chief

09 MARCH 2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Town of Blacksburg Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Blacksburg Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Blacksburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Blacksburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Blacksburg Police Department.

A. The Department of State Police will:

1. Provide the Town of Blacksburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Blacksburg Police Department;
4. Provide the Town of Blacksburg Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Blacksburg Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Blacksburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for C/JIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

- D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Blacksburg Police Department.

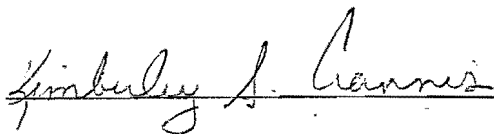
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-6-10
Date

For The Town of Blacksburg Police Department



Police Chief

3/8/10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Smithfield Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Smithfield Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Smithfield Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Smithfield Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

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

A. The Department of State Police will:

1. Provide the Smithfield Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Smithfield Police Department;
4. Provide the Smithfield Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Smithfield Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Smithfield Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Smithfield Police Department.

For the Commonwealth of Virginia, Department of State Police:

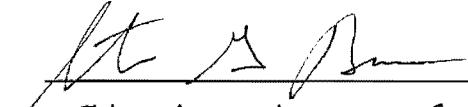


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-27-12

Date

For Smithfield Police Department



Chief Steven G. Bowman

4/16/12

Date

COPY

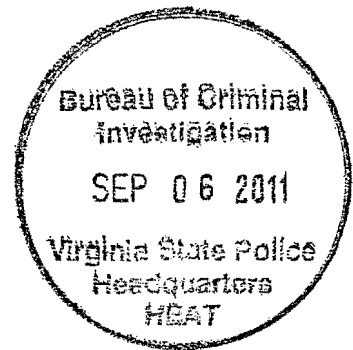
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Smyth County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Smyth County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Smyth County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Smyth County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Smyth County Sheriff's Office.
- A. The Department of State Police will:
1. Provide the Smyth County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
 2. Provide updated extract information on a mutually agreed to frequency;
 3. Respond to specific inquiries from the Smyth County Sheriff's Office;
 4. Provide the Smyth County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.
- B. The Smyth County Sheriff's Office will:
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Smyth County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Smyth County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

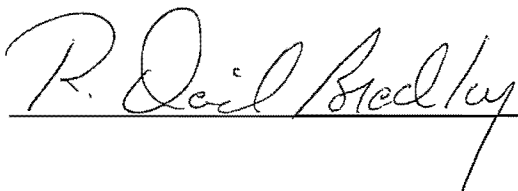


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

9/8/11

Date

D
For The Smyth County Sheriff's Office



08-31-11

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Stafford County Sheriff's OfficeGENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Stafford County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Stafford County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Stafford County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Stafford County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Stafford County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Stafford County Sheriff's Office;
4. Provide the Stafford County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Stafford County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Stafford County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Stafford County Sheriff's Office.

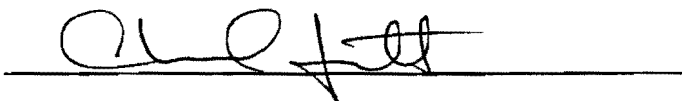
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

5-4-10
Date

For The Stafford County Sheriff's Office



4-18-10
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The City of Staunton Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Staunton Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Staunton Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Staunton Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Staunton Police Department.

A. The Department of State Police will:

1. Provide the City of Staunton Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Staunton Police Department;
4. Provide the City of Staunton Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Staunton Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Staunton Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

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 - 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 CSA, 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.
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The foregoing represents the understandings reached between the Department of State Police and the City of Staunton Police Department.

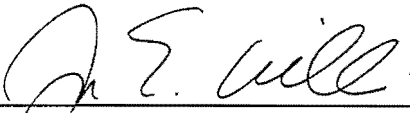
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For The City of Staunton Police Department



James E. Williams, Chief of Police
Staunton, VA Police Department

06-25-2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Suffolk Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the , Suffolk Police Department 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.
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3. **AUTHORITY:** The Department of State Police has authority to enter into this MOU with the Suffolk Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. SECURITY:

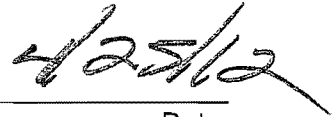
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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.

Criminal Justice Information Services Division
Virginia Department of State Police

For Suffolk Police Department

A handwritten signature in black ink, consisting of several stylized, overlapping loops and a long horizontal stroke extending to the right.A handwritten date in black ink, reading "4/25/12", with a long horizontal stroke extending to the right.

Date

COPY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Virginia Beach Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Virginia Beach Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Virginia Beach Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Virginia Beach Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Virginia Beach Police Department.

A. The Department of State Police will:

1. Provide the City of Virginia Beach Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Virginia Beach Police Department;
4. Provide the City of Virginia Beach Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Virginia Beach Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Virginia Beach Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to

include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Virginia Beach Police Department.

For the Commonwealth of Virginia, Department of State Police:

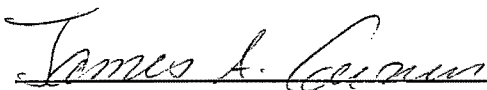


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-15-11

Date

For City of Virginia Beach Police Department



3-15-11

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF STATE POLICE AND

Town of Vienna Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Town of Vienna Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Town of Vienna Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Town of Vienna Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.
4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Town of Vienna Police Department.

A. The Department of State Police will:

1. Provide the Town of Vienna Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Town of Vienna Police Department;
4. Provide the Town of Vienna Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Town of Vienna Police Department will:

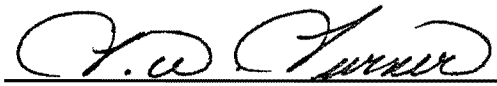
1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as FBI and Department of State Police updates become available ensuring that those numbers deleted from the NCIC/VCIN system are also deleted from all local databases;
 3. Confirm extract hits are still active in NCIC/VCIN at the earliest reasonable opportunity in accordance with current hit confirmation policy;
 4. Provide the Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Town of Vienna Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**
- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
 - B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.

- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIC/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.
 - D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Town of Vienna Police Department.

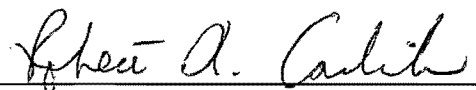
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10-13-09
Date

For Town of Vienna Police Department



10/6/09
Date

Colonel Robert A. Carlisle
Town of Vienna Police Department

* copy mailed to Capt. Abbott on 3-6-12.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Virginia Tech Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Virginia Tech Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Virginia Tech Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Virginia Tech Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Virginia Tech Police Department.

A. The Department of State Police will:

1. Provide the Virginia Tech Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Virginia Tech Police Department;
4. Provide the Virginia Tech Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Virginia Tech Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Virginia Tech Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Virginia Tech Police Department.

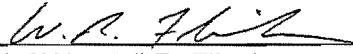
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-2-12
Date

For Virginia Tech Police Department



Chief Wendell R. Flinchum
Virginia Tech Police Department

2-29-12
Date



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

Washington County Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Washington County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Washington County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Washington County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Washington County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Washington County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Washington County Sheriff's Office
4. Provide the Washington County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Washington County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Washington County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

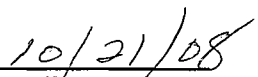
1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
 2. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Washington County of Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

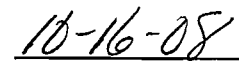


Date

For Washington County Sheriff's Office

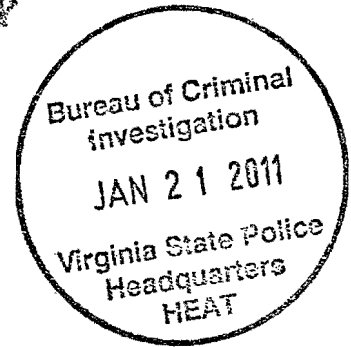


Sheriff Fred Newman
Washington County Sheriff's Office



Date

COPY



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Warren County Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Warren County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Warren County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Warren County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Warren County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Warren County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Warren County Sheriff's Office ;
4. Provide the Warren County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Warren County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Warren County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Warren County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

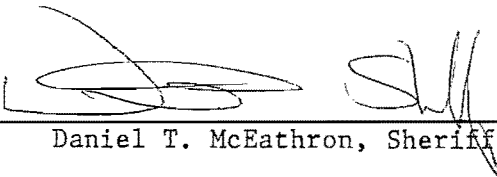


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

1-21-11

Date

For The Warren County Sheriff's Office



Daniel T. McEathron, Sheriff

January 18, 2011

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Waynesboro Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Waynesboro Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Waynesboro Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Waynesboro Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Waynesboro Police Department.

A. The Department of State Police will:

1. Provide the City of Waynesboro Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Waynesboro Police Department;
4. Provide the City of Waynesboro Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Waynesboro Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Waynesboro Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.
8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Waynesboro Police Department.

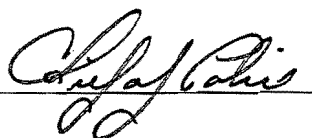
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For City of Waynesboro Police Department

6-11-10
Date

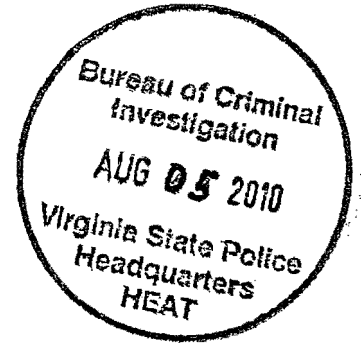
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The City of Williamsburg Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Williamsburg Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Williamsburg Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Williamsburg Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Williamsburg Police Department.

A. The Department of State Police will:

1. Provide the City of Williamsburg Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Williamsburg Police Department;
4. Provide the City of Williamsburg Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Williamsburg Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Williamsburg Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Williamsburg Police Department.

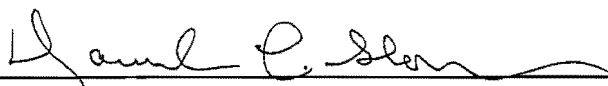
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

8-24-2010
Date

For The City of Williamsburg Police Department



7-26-2010
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

City of Winchester Police Department

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the City of Winchester Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The City of Winchester Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 City of Winchester Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the City of Winchester Police Department.

A. The Department of State Police will:

1. Provide the City of Winchester Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the City of Winchester Police Department;
4. Provide the City of Winchester Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The City of Winchester Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the City of Winchester Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the City of Winchester Police Department.

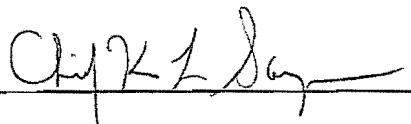
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

7-2-2010
Date

For City of Winchester Police Department



6/15/10
Date

COPY

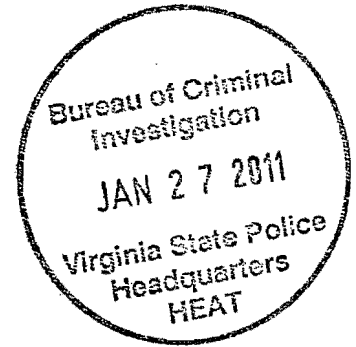
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Wise County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Wise County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Wise County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Wise County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Wise County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Wise County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Wise County Sheriff's Office ;
4. Provide the Wise County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Wise County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Wise County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

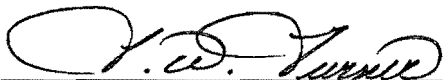
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Wise County Sheriff's Office.

For the Commonwealth of Virginia, Department of State Police:

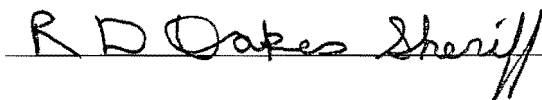


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

2-1-11

Date

For The Wise County Sheriff's Office



1-21-11

Date

COPY



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

York Poquoson Sheriff's Office

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the York Poquoson Sheriffs Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The York Poquoson Sheriffs Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 York Poquoson Sheriffs Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the York Poquoson Sheriffs Office.

A. The Department of State Police will:

1. Provide the York Poquoson Sheriffs Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the York Poquoson Sheriffs Office;
4. Provide the York Poquoson Sheriffs Office with the name and telephone number of a technical and an administrative point of contact.

B. The York Poquoson Sheriffs Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the York Poquoson Sheriffs Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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The foregoing represents the understandings reached between the Department of State Police and the York Poquoson Sheriffs Office.

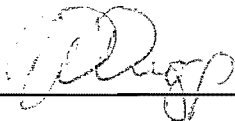
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

10/26/11
Date

For York Poquoson Sheriffs Office



J.D. "Danny" Diggs
Sheriff
York-Poquoson Sheriffs Office

10/1
Date

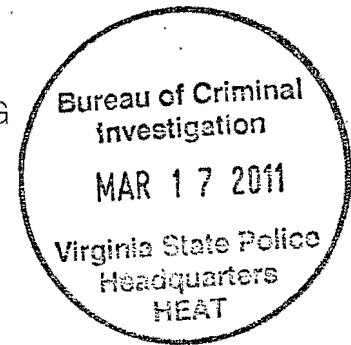
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Wythe County Sheriff's Office



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Wythe County Sheriff's Office, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Wythe County Sheriff's Office has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Wythe County Sheriff's Office under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Wythe County Sheriff's Office.

A. The Department of State Police will:

1. Provide the Wythe County Sheriff's Office with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Wythe County Sheriff's Office;
4. Provide the Wythe County Sheriff's Office with the name and telephone number of a technical and an administrative point of contact.

B. The Wythe County Sheriff's Office will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Wythe County Sheriff's Office will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
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 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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:

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The foregoing represents the understandings reached between the Department of State Police and the Wythe County Sheriff's Office.

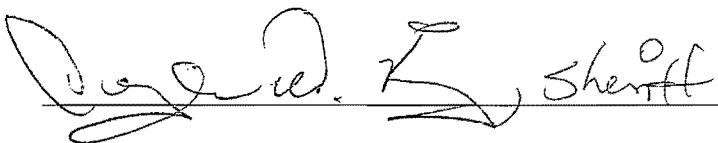
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

3-28-11
Date

For The Wythe County Sheriff's Office



3-14-11
Date

COPY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

The Joint Base Myer-Henderson Hall Police Department



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Joint Base Myer-Henderson Hall Police Department, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Joint Base Myer-Henderson Hall Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Joint Base Myer-Henderson Hall Police Department under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the Joint Base Myer-Henderson Hall Police Department.

A. The Department of State Police will:

1. Provide the Joint Base Myer-Henderson Hall Police Department with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Joint Base Myer-Henderson Hall Police Department.
4. Provide the Joint Base Myer-Henderson Hall Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Joint Base Myer-Henderson Hall Police Department will:

1. Use the NCIC extracts for law enforcement purposes only;
 2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.
5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Joint Base Myer-Henderson Hall Police Department will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.
6. **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.
7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.
- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. **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 CSA, 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-day written notification to the other party.
- D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Joint Base Myer-Henderson Hall Police Department.

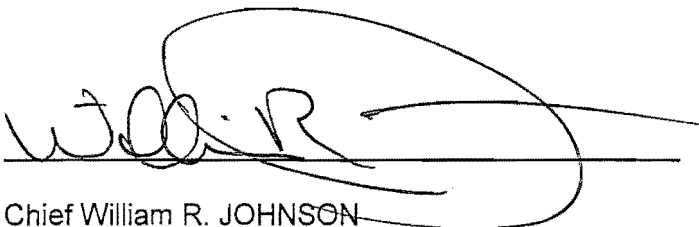
For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-11
Date

For The Joint Base Myer-Henderson Hall Police Department



Chief William R. JOHNSON
Chief of Police
Joint Base Myer-Henderson Hall Police Department

28 Apr 11
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

FORT LEE POLICE

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Fort Lee Police, 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 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 National Criminal Information Center (NCIC) and VCIN.

The Fort Lee Police has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 Fort Lee Police under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the U.S.

A. The Department of State Police will:

1. Provide the Fort Lee Police with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Fort Lee Police;
4. Provide the Fort Lee Police with the name and telephone number of a technical and an administrative point of contact.

B. The Fort Lee Police will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the Fort Lee Police will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
 - C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
 - D. 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.
 - E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
 - F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
 - G. 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.
9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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. Each party will pay the costs it incurs as a result of termination.
 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the Fort Lee Police.

For the Commonwealth of Virginia, Department of State Police:

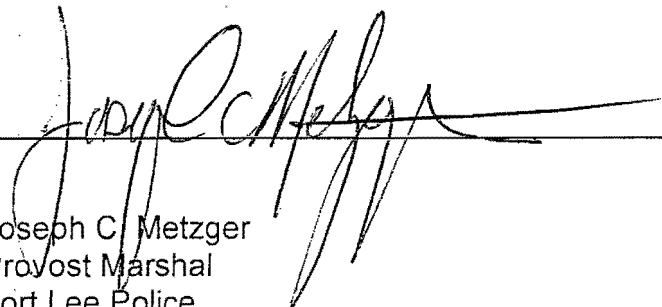


Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

2-4-10

Date

For the Fort Lee Police



Joseph C. Metzger
Provost Marshal
Fort Lee Police

3 Feb 10

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

THE UNITED STATES PARK POLICE

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the United States Park Police, 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 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 National Criminal Information Center (NCIC) and VCIN.

The United States Park Police has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The 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, your law enforcement agency has requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the 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 United States Park Police under the authority provided by an MOU executed between the FBI and Department of State Police dated December 12, 2005. This authority is to transfer, receive, and store records contained in the NCIC/VCIN system of records.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File, License Plate File, and Wanted Person File to the Department of State Police and is made available under acceptable protocols established by the Department of State Police to the United States Park Police.

A. The Department of State Police will:

1. Provide the United States Park Police with extracts from the NCIC/VCIN Vehicle File, License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the United States Park Police;
4. Provide the United States Park Police with the name and telephone number of a technical and an administrative point of contact.

B. The United States Park Police will:

1. Use the NCIC extracts for law enforcement purposes only;
2. Update its local database as 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 Department of State Police with the name and telephone number of a technical and an administrative point of contact.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures to provide this service to the United States Park Police will be subject to the FBI and State Police budgetary processes and availability of funds pursuant to applicable laws and regulations which allow each to perform this service under current funding.

6. **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.

7. **SETTLEMENT OF DISPUTES:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties to include the FBI and will not be referred to any other person or entity for settlement.

8. **SECURITY:**

- A. It is the intent of the parties that the transfer of information described under this MOU will be conducted in accordance with NCIC/VCIN Operating and Security Policies to include end-to-end encryption for CJIS data transport and appropriate use of two-factor access authentication.

- B. Dissemination of this information is authorized only in accordance with existing law and NCIC/VCIN Operating and Security Policies.
- C. All extract information transferred for the purposes of this project will be maintained in secure locations as is required for all NCIN/VCIN terminals.
- D. 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.
- E. An office environment is only considered a secure environment if the area is within a secure law enforcement facility, such as a police agency building or precinct 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.
- F. NCIC/VCIN File extracts may be stored on portable electronic media such as USB "Thumb" Drives, Flash Drives, Compact Disks, Digital Video Disks, and Jump Drives for the sole purpose of transferring file extract information to the license plate reader machines.
- G. 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.

9. 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 CSA, 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-day written notification to the other party.

D. This MOU may terminate as a result of the 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 are 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.
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 3. All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.
10. This MOU, which consists of ten 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 Department of State Police and the United States Park Police.

For the Commonwealth of Virginia, Department of State Police:



Captain Thomas W. Turner
Division Commander
Criminal Justice Information Services Division
Virginia Department of State Police

4-29-10
Date

For the United States Park Police



Salvatore R. Lauro, Chief
United States Park Police

4/14/10
Date