

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

AND

NAVAL CRIMINAL INVESTIGATIVE SERVICE

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Commonwealth of Virginia, Department of State Police and the Naval Criminal Investigative Service (NCIS), 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 Naval Criminal Investigative Service 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 Naval Criminal Investigative Service 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 Naval Criminal Investigative Service.

A. The Department of State Police will:

1. Provide the Naval Criminal Investigative Service 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 Naval Criminal Investigative Service;
4. Provide the Naval Criminal Investigative Service with the name and telephone number of a technical and an administrative point of contact.

B. The Naval Criminal Investigative Service 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 Naval Criminal Investigative Service 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 Naval Criminal Investigative Service.

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

4-20-07
Date

For the Naval Criminal Investigative Service:



Samuel G. Worth
Special Agent in Charge
Naval Criminal Investigative
Service Field Office Norfolk

19 APR 07
Date

See Addendum One