

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND
WISCONSIN DEPARTMENT OF JUSTICE
DIVISION OF CRIMINAL INVESTIGATION
WISCONSIN STATEWIDE INFORMATION CENTER**

The MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Wisconsin Department of Natural Resources (DNR) and the Wisconsin Department of Justice, Division of Criminal Investigation, Wisconsin Statewide Information Center (WSIC).

A. PURPOSE

This agreement is entered into by the signatory agencies to facilitate the effective and efficient sharing of essential official information regarding matters related to homeland security and the prevention of criminal and terrorist activities within the State of Wisconsin. The 2009-2011 Wisconsin Homeland Security Strategy identifies Information Sharing and Analysis as one of the nine overarching priorities with the goal to improve related processes and capabilities in order to enhance the abilities of state and local agencies in the gathering, analysis and sharing of information concerning potential and actual man-made and natural threats and events. The partnerships that exist among state and local agencies to promote mutual efforts in this important effort are supported by this agreement.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The WSIC, in its capacity as the State Fusion center, requires the ability to make timely inquiries with law enforcement and other public safety agencies to obtain critical information as it may relate to ongoing analysis and situational awareness concerning matters of homeland security. The National Criminal Intelligence Resource Center defines a fusion center as, "a collaborative effort of two or more agencies that provide resources, expertise, and/or information to the center with the goal of maximizing the ability to detect, prevent, apprehend and respond to criminal and terrorist activity." Fusion centers also serve as a conduit for implementing portions of the National Criminal Intelligence Sharing Plan (NCISP or Plan). Direct and timely access by the WSIC to Department of Natural Resource electronic databases containing information is necessary to facilitate a continual capability to make such inquiries and obtain information that may prove essential to the ability of relevant entities to prevent or circumvent potential

adverse occurrences and incidents that disrupt homeland security and public safety.

The DNR, in its capacity as a statewide regulatory and law enforcement agency, conducts enforcement and regulatory activities that result in contact with a wide range of persons and information that may be involved in actual or precursor acts having a nexus to criminal and/or terrorist enterprises. There exists a responsibility within the Department of Natural Resources, consistent with Homeland Security Presidential Directives (HSPD) and related national policy, to share critical information that may prove essential to efforts to prevent or circumvent potential adverse occurrences and incidents that disrupt homeland security and public safety.

The WSIC and the DNR have built a solid partnership based upon trust and mutual objectives in ensuring the public safety and security of Wisconsin's citizens and visitors. The efficient use of relevant resources and information in focused efforts to achieve and maintain those objectives are paramount to the success of both missions of the WSIC and the DNR.

- C. The DNR shall provide user/password access to designated employees of the WSIC to its electronic Wisconsin Online License Files (WOLF) databases with permissions to allow for viewing all information as deemed appropriate by the DNR. The DNR shall also provide training for those persons prior to being granted permission to use/view the WOLF databases. The Administrator of the Wisconsin Department of Justice, Division of Criminal Investigation (DCI) shall identify in writing the designated employees of WSIC by name and submit such names to the principal contact of the DNR as specified in this agreement.
1. All matters relating to the management and content of the DNR WOLF database are at the sole discretion of the DNR.
 2. The DNR reserves the right to grant and withdraw access permissions at any time without prior notice to the WSIC or any other party for any and all reasons deemed appropriate and necessary by the DNR.
 3. DCI shall notify the DNR 48 hours in advance or as soon as practical of the termination of any person in the WSIC that has been granted permission to access the WOLF databases so that the DNR may remove their access to the WOLF database as appropriate.
- D. Designated WSIC employees shall directly access the DNR WOLF database and may print copies of the information in their original format by approved WSIC staff.

1. Electronic or printed copies downloaded from the DNR WOLF database in their original format may be provided only to official federal, state, county, tribal or local law enforcement agencies with identification on those electronic or printed copies specifying handling instructions as "FOR OFFICIAL USE ONLY/LAW ENFORCEMENT SENSITIVE (FOUO/LES)."
2. The WSIC will maintain a written or electronic log with entries indentifying the instances where requests made by official law enforcement agencies for electronic or printed copies downloaded from the DNR WOLF database in their original format are granted. Such log will consist of the requesting agency name, agency representative, date of request, and a brief explanation of the purpose for the requested information; and entries shall be kept for a period of six (6) years from their respective dates of request. Such log will be made available to the DNR upon their request.
3. The DNR will conduct quarterly audits of the WSIC users of the WOLF database and will confirm with DCI/WSIC that these users are employees authorized to have access to the WOLF database.
4. The WSIC agrees that it will view and disseminate the applicable information received from the DNR only for legitimate law enforcement and governmental purposes.
5. The DNR will not provide social security numbers to the WSIC.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. WI PUBLIC RECORDS LAW. Any information furnished to the WSIC under this instrument is subject to the Wisconsin Public Records Law (Wis. Stats. 19.31-19.39), and Wis. Stats. 23.45(5)(b).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the DNR or WSIC from participating in similar activities with other public or private agencies, organizations, and individuals in accordance with separate written agreements.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the duly authorized signature by the cooperating parties and shall remain in effect for two years from the date of execution. At least six (6) months prior to its expiration, all parties will review this memorandum and determine if it should be renewed. Either the WSIC or DNR may terminate this MOU for any reason and at any time prior to its

specified date of expiration with ten (10) days written notice to the other party.

4. RESPONSIBILITIES OF PARTIES. Each of the parties, the DNR and WSIC, will handle their own activities, utilize their own resources, and are responsible for the expenditure of their own funds, in pursuing objectives set forth in this agreement. Each party will carry out its separate activities in a coordinated and mutually beneficial manner as they relate to this agreement. Any breach of protocols as outlined in this agreement on the part of the WSIC and/or the DNR shall be immediately communicated in writing to the Wisconsin Department of Justice, Division of Criminal Investigation Administrator and/or the DNR Customer Services and Licensing Bureau Director upon discovery by either party.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

DEPARTMENT OF NATURAL RESOURCES

Diane Brookbank, Bureau Director
Customer Services and Licensing
101 South Webster Street, Box 7921
Madison, WI 53707-7921
Phone: 608-267-7799
FAX: 608-264-6130
E-Mail: diane.brookbank@wi.gov

WISCONSIN STATEWIDE INFORMATION CENTER (WSIC)

Dennis Drazkowski, Special Agent-in-Charge
Division of Criminal Investigation – Wisconsin Statewide Information
Center
Phone: (608) 240-3599
E-Fax: (608) 294-2935
E-Mail: DrazkowskiDL@DOJ.STATE.WI.US

6. NON-FUND OBLIGATING DOCUMENT. Nothing in the MOU shall require either the DNR or WSIC to provide any funding to the other party for their activities under this agreement. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the DNR and WSIC will require execution of separate agreements. Such activities must be independently authorized by appropriate statutory or other proper authority. This MOU does not provide such authority. Negotiation, execution and administration of this agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the DNR and DCI/WSIC.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Wisconsin Department of Justice, Division of Criminal Investigation

C. P. Wang, Administrator Date 1/24/11

Wisconsin Department of Natural Resources

Matt McFurney, Secretary Date 1/31/11