

**Memorandum of Understanding between the Interstate Commission for Adult Offender
Supervision (ICAOS)
And
Wisconsin Statewide Information Center**

WHEREAS, the Interstate Commission for Adult Offender Supervision (hereinafter referred to as the "Commission") maintains relevant data concerning certain felony and serious misdemeanor offenders who are under probation or parole supervision and who are permitted to transfer supervision and relocate across state lines subject to the terms of the Interstate Compact for Adult Offender Supervision; and

WHEREAS, the Wisconsin Statewide Information Center (hereinafter "WSIC") is responsible for gathering, analyzing, and distributing information regarding criminal activity and desires to include information (per I.C and I.D of this agreement) regarding dangerous offenders who relocate to their jurisdiction under the compact with local corrections and law enforcement agencies (per the purposes outlined in I.A and I.B).

WHEREAS, the Commission has authorized the Executive Director of the Commission to negotiate an agreement with WSIC on terms acceptable to the parties whereby selected Interstate Compact Offender Tracking System (ICOTS) data may be distributed to local corrections and law enforcement personnel and agencies via WSIC.

NOW THEREFORE, it is hereby agreed by the parties that in consideration of the mutual promises, covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Terms and Conditions

- A. The purpose of this MOU between the Commission and WSIC is as follows:
1. Improve communication between community corrections and law enforcement.
 2. Provide local law enforcement officials with important information about dangerous parole and probation offenders transferring in to their jurisdiction.
 3. Provide fusion centers with intelligence regarding dangerous interstate compact offenders.
 4. Enhance public safety
 5. Improve officer safety

- B. The offender information provided by the Commission to WSIC is intended for use only by corrections and law enforcement personnel and agencies when acting in their official capacities.
- C. The Commission will provide WSIC with the following information fields on compact offenders relocating to Wisconsin;

Probationer	Compact Offender Address
Parolee	Address One
Offender Photo	Address Two
Compact Offender	City
First Name	State
Last Name	Zip
Middle Name	Other Residents
Offender ID	Gang Affiliation
Offender DOB	Compact Offender Information
Offender SID	Compact Case Status
FBI Number	NCIC Code
Alias	NCIC Description
Race	Registered Sex Offender Indicator
Gender	Arrival Notice
Locations	Arrival Notice Date Transmitted
Sending State	Supervising PO Name
Receiving State	Supervising PO Email
Supervising State	Supervising PO Phone

- D. The Commission will provide WSIC with information *only* on probationers or parolees deemed to be *potentially dangerous*, per the following agreed upon NCIC codes and primary offenses;

0901-0999	Homicide
1001-1099	Kidnap, Abduct, False Imprisonment, Kidnapping
1101-1199	Rape, Sex Assault, Stat Rape
1201-1299	Robbery, Forcible Purse Snatching, Car Jacking
1301-1399	Assault, Simple Assault, Aggravated Assault, Intimidation
1601	Threat-Federal Protectees
1602	Threat-Terrorist/State Offenses
2001-2099	Burning Offense, Arson
2101-2199	Extort, Extortion
2202	Burglary-Forced Entry-Residence
2203	Burglary-Forced Entry-Nonresidence
2207	Burglary-Banking-Type Institution
3601-3699	Sex Offense
3802	Cruelty toward Child
3803	Cruelty toward Wife
5206	Explosives-Using-Remarks
5208	Incendiary Device-Using-Remarks

5213	Firing Weapon-Remarks
5215	Threat to Bomb
5216	Threat to Burn
5302-5306	Riot
5401	Hit and Run
6401-6499	Exploitation/Enticement

- E. The Commission assumes WSIC maintains appropriate levels of security to ensure access to information is provided only to corrections and law enforcement agencies and personnel acting in their official capacity.
- F. The Commission agrees to routinely audit the data provided to WSIC to ensure the accuracy, integrity and completeness of information at least once per year, and the Commission agrees to advise WSIC if any irregularities are found in data provided to WSIC.
- G. The Commission agrees to immediately stop the transmission of data to WSIC should the Commission become aware of or be advised that data are inaccurate.
- H. Both parties are responsible for immediately advising each other of any breach in security, and for investigating and reporting to appropriate individuals or agencies any breach in security.
- I. The Commission assumes WSIC will, at all times, ensure that their employees, contractors, agents and clients and third parties who connect to or otherwise receive information from WSIC or its related systems, are adequately trained in the use of that system and are kept informed of all legal obligations concerning the security and confidentiality of the shared information.


II. GENERAL

- A. This agreement constitutes the sole agreement and understanding between the parties except as it may be modified or supplemented by subsequent mutually agreed upon written amendments or agreements;
- B. The term of this agreement shall commence when it is signed by authorized representatives of both parties and shall continue in effect until terminated by either party on thirty 30 business days written notice directed to the official or office of the official executing this agreement;
- C. The headings of this agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this agreement;

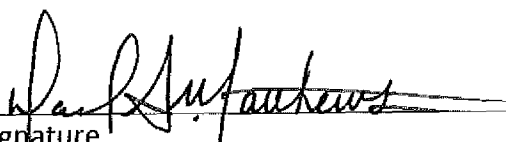
- D. The provisions of this agreement shall be severable if any phrase, provision, or clause is found to be unenforceable.
- E. This agreement may be executed in counterparts, and those parts when taken together shall constitute the whole of the agreement.
- F. In the event of any dispute, claim, question, or disagreement arising from or in connection with or in the application of the terms of this agreement or the breach thereof, the parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Entered into this the 26 the day of February, 2015.

ICAOS

 _____ Signature (Harry Hageman)	<u>Executive Director</u> _____ Title	<u>2/26/2015</u> _____ Date
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WSIC

 _____ Signature	<u>Administrator</u> _____ Title	<u>4/2/15</u> _____ Date
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All inquiries in regards to this MOU should be submitted to:

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