

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF STATE PATROL  
AND  
WISCONSIN DEPARTMENT OF JUSTICE  
DIVISION OF CRIMINAL INVESTIGATION  
WISCONSIN STATEWIDE INFORMATION CENTER

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Wisconsin Department of Transportation, Division of State Patrol (State Patrol) 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. Goal 2.1 of the 2015-2018 Wisconsin Homeland Security Strategy is to “Maintain a high-quality, statewide intelligence information sharing and analysis capability that continues to expand outreach to non-law enforcement partners while protecting privacy and civil liberties.” As one of the objectives under Goal 2.1, Objective 2.1.6 is to “Exceed the national average on the annual Baseline Capabilities Assessment, reflecting a high level of capability to collect, analyze, and share information among partners, including but not limited to, RISS, HIDTA, JTTF, and other fusion centers across the national network.” The partnership that exists among state and local agencies to promote mutual efforts in this important effort is 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 electronic databases containing information of documented State Patrol enforcement activities 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.

The State Patrol, in its capacity as a statewide 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 State Patrol, 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.

The WSIC and the State Patrol 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 State Patrol

- C. The State Patrol shall provide user/password access to designated employees of the WSIC to its electronic enforcement databases with permissions to allow for viewing all information as deemed appropriate by the State Patrol. The Administrator of the Wisconsin Department of Justice, Division of Criminal Investigation (DCI) shall identify in writing the designated employees of the WSIC by name and submit such names to the principal contact of the State Patrol as specified in this agreement. The designated employees of the WSIC shall be approved in writing by the State Patrol Superintendent.
1. All matters relating to the management and content of the State Patrol electronic enforcement database are at the sole discretion of the State Patrol.
  2. The State Patrol 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 State Patrol.
- D. Designated WSIC employees shall directly access the State Patrol electronic enforcement database and may print copies of the information in their original format by approved WSIC staff.
1. Electronic or printed copies downloaded from the State Patrol enforcement 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 identifying the instances where requests made by official law enforcement agencies for electronic or printed copies downloaded from the State Patrol enforcement 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 ten (10) years from their respective dates of request. Such log will be made available to the State Patrol Superintendent upon his/her request.

3. The WSIC agrees that it will view and disseminate the applicable information received from the State Patrol only for legitimate law enforcement and governmental purposes.
4. The WSIC agrees that all social security number information on any downloaded documents in their original format from the State Patrol electronic enforcement databases will be redacted prior to dissemination to requesting official law enforcement agencies.

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).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the State Patrol 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 four years from the date of execution. Either the WSIC or State Patrol 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 State Patrol and WSIC, will handle their own activities, utilize their own resources, and are responsible for the expenditure of their own funds, in pursuing the 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 State Patrol shall be immediately communicated in writing to the Wisconsin Department of Justice, Division of Criminal Investigation Administrator and/or State Patrol Superintendent upon discovery by either party.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

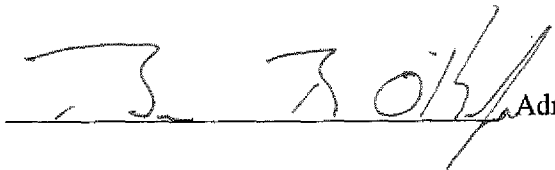
WISCONSIN STATE PATROL  
David Harvey, Staff Sergeant  
Wisconsin State Patrol -- Bureau of Field Operations  
Phone: (608) 709-0073  
E-Mail: [david.harvey@dot.wi.gov](mailto:david.harvey@dot.wi.gov)

WISCONSIN STATEWIDE INFORMATION CENTER (WSIC)  
Christopher DeRemer, Special Agent-in-Charge  
Division of Criminal Investigation – Wisconsin Statewide Information Center  
Phone: (608) 608-240-3599  
FAX: (608) 608-294-2995  
E-Mail: [deremercf@doj.state.wi.us](mailto:deremercf@doj.state.wi.us)


6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall require either the State Patrol 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 State Patrol 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 State Patrol 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

  
\_\_\_\_\_, Administrator Date 6/29/2017

Wisconsin Department of Transportation, Division of State Patrol

  
\_\_\_\_\_, Superintendent Date 12/20/2016