

**LAW ENFORCEMENT INFORMATION
NETWORK AUTOMATED LICENSE PLATE
READER FILE MEMORANDUM OF
AGREEMENT**

between the
MICHIGAN STATE POLICE
and

Agency		Telephone	
Address		City	State ZIP Code
Agency ORI	Agency Contact Person Name	Contact Phone Number	Contact Email Address

I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the Michigan Department of State Police (MSP) and the _____ (Local Law Enforcement Agency). The MSP and the Local Law Enforcement Agency are collectively referred to hereinafter as the "Parties."

II. BACKGROUND

The MSP maintains the Law Enforcement Information Network (LEIN). The LEIN is a statewide computer information system containing criminal justice information that is available to all criminal justice agencies. The Federal Bureau of Investigation maintains National Crime Information Center (NCIC). The NCIC is a computerized information system containing criminal justice information that is available to federal, state, and local criminal justice agencies. The LEIN and the NCIC systems include multiple files that contain information regarding persons and property. Through NCIC, LEIN users are able to receive criminal justice information files from out of state. The Vehicle File and the License Plate File contain records of stolen vehicles, vehicles used in the commission of crimes, vehicles associated with missing persons, vehicles subject to seizure based on court orders, and stolen license plates. The Wanted Persons File and the Missing Persons File contains records relating to vehicles associated with wanted persons or persons of interest.

Several law enforcement agencies in Michigan have instituted license plate screening technology from mobile and fixed sites. Vendors of license plate screening technology provide law enforcement agencies with license plate reader software and devices capable of scanning license plates and searching local databases for records associated with the scanned license plates. The local databases are loaded into patrol vehicle computers or other devices controlled by the law enforcement agency. As information from LEIN and NCIC can only be provided to criminal justice agencies, law enforcement agencies have requested that the MSP provide extracts of relatively current information from the LEIN and NCIC files for use in law enforcement agencies' local databases.

III. PURPOSE

The purpose of this MOA is to set forth the agreement between the Parties regarding the transmission, access, use, dissemination, and disposal of information extracted from the LEIN and the NCIC by the MSP and transmitted to the Local Law Enforcement Agency.

The information extracted by the MSP from the LEIN and transmitted to the Local Law Enforcement Agency will contain information from the following files: Stolen Vehicle, Stolen License Plate, Missing Persons, Wanted Persons, any other LEIN file that may contain vehicle information. The information extracted from the NCIC and transmitted to the Local Law Enforcement Agency will contain information from the following files: Vehicle, License Plate, Wanted Persons, Missing Persons, Gang, Known or Appropriately suspected Terrorist, Supervised Release, National Sex Offender Registry, Immigration Violator, and any other NCIC file that may contain vehicle information.

This MOA is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise against the Parties, the state of Michigan, or the officers, employees, agents, or any person.

IV. AGREEMENT

- a. The **MSP** will:
 - i. Provide the Local Law Enforcement Agency with extracts from the above referenced LEIN and NCIC files.
 - ii. Provide LEIN and NCIC extracts on a State of Michigan data server approximately four times per day on weekdays and approximately two times per day on weekends.
 - iii. Provide the Local Law Enforcement Agency with the name and telephone number of a technical and administrative point of contact for the MSP.
- b. The Local Law Enforcement Agency will:
 - i. Use the LEIN and NCIC extracts for criminal justice purposes only.
 - ii. Update its local database with the most current LEIN and NCIC extract received from the MSP.
 - iii. Ensure that all LEIN and NCIC extract hits are confirmed active through LEIN and/or NCIC immediately, in accordance with hit confirmation policy;
 - iv. Provide the MSP with the name and telephone number of a technical and administrative point of contact for the Local Law Enforcement Agency.

V. FUNDING

This MOA is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party is responsible for its own costs in relation to this MOA. Expenditures by each Party are subject to its budgetary process and to the availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this MOA in no way implies that the state of Michigan will appropriate funds for such expenditures.

VI. DISCLOSURE AND USE OF INFORMATION

The information contained in the LEIN and NCIC extracts may only be transmitted, accessed, used, disseminated, and disposed of in accordance with state and federal laws, rules, policies, and regulations, including but not limited to, the federal CJIS Security Policy, the Michigan CJIS Security Policy, and the CJIS Policy Council Act, 1974 PA 196, MCL 28.211 - 216.

VII. SETTLEMENT OF DISPUTES

Any disputes that may arise between the Parties arising from or related to this MOA will be resolved only by consultation between the Parties and will not be referred to any other person or entity for settlement.

VIII. SECURITY

It is the intent of the Parties that the transmission, access, use, dissemination, and disposal of information contained in the LEIN and NCIC extracts meets the standards outlined in the federal CJIS Security Policy, the Michigan CJIS Security Policy, the CJIS Policy Council Act, 1974 PA 163, MCL 28.211 - 216, and all applicable state and federal laws, rules, policies, and regulations.

IX. ENTIRE AGREEMENT

This MOA is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. The MOA may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

X. TERM AND TERMINATION

This MOA is effective when signed by the Parties, by and through their duly authorized representatives, and shall remain in effect until terminated as hereinafter set forth. Either party may terminate this MOA for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating party by the terminating party. The MSP may immediately terminate this MOA without advance written notice if the Local Law Enforcement Agency, including any of its officers, employees, agents, and any other persons associated with the Local Law Enforcement Agency, violates any state or federal law, rule, policy, or regulation regarding the transmission, access, use, dissemination, or disposal of information contained in the LEIN and NCIC extracts.

LOCAL LAW ENFORCEMENT AGENCY

Signature	Date
Print or Type Name of the Local Law Enforcement Agency Representative	
Title	

MICHIGAN STATE POLICE

Signature	Date
Print or Type Name of Michigan State Police Representative	
Title	

This original, signed MOA must be sent to the following address:

Michigan State Police
Criminal Justice Information Center
ATTN: LEIN Field Services
P.O. Box 30634
Lansing, Michigan 48909-0634