

MEMORANDUM OF UNDERSTANDING

between the

**Federal Bureau of Investigation
Critical Incident Response Group
Violent Criminal Apprehension Program**

and the

ILLINOIS STATE POLICE

Purpose:

To establish a working framework between the Federal Bureau of Investigation (FBI), Critical Incident Response Group (CIRG), Violent Criminal Apprehension Program (VICAP), and the Illinois State Police (ILSP) in order to coordinate the collection, analysis, and dissemination of information relating to violent crimes within the State of Illinois and the timely forwarding of information collected by the ILSP via the VICAP Crime Analysis Report form to VICAP. Both the ILSP and VICAP share the common goal of identifying patterns and/or similarities among violent crimes which have been committed by the same offender(s), and reported to the respective programs. This information will be used to facilitate and coordinate investigative interactions within and between agencies and jurisdictions victimized by the same offender(s). By accomplishing this goal the solution of these crimes can be greatly enhanced by pooling the resources and information of what would most probably be and remain independent, parallel, and separate investigations altogether.

Articles:

A. Acknowledgment and Limitations of Relationship of the Illinois State Police to the Federal Bureau of Investigation and VICAP

VICAP acknowledges the ILSP as the most logical resource to identify patterns and/or similarities among violent crimes which occur within the State of Illinois. VICAP also encourages all law enforcement agencies within the State of Illinois that wish to submit reports of violent crimes to VICAP to make such submissions through ILSP. ILSP will serve as a liaison and facilitate submissions from adjacent law enforcement agencies wishing to include their data in the ILSP's database. In no case will the FBI deny any direct service or assistance which it is authorized by statute to provide, and which the totality of circumstances and FBI policy would deem it appropriate to provide to any law enforcement agency making a request for service or assistance. ILSP may utilize the VICAP software program for whatever administrative, investigative, and reporting process it deems necessary to enhance its ability to address violent crime issues impacting within its jurisdiction.

B. Data Collection Instrument

The ILSP agrees to use the VICAP Crime Analysis Report Form (FD-676 Rev.) which will service as the nucleus of the ILSP data collection instrument. To that end, the FBI agrees to provide to the ILSP, upon request, a sufficient number of VICAP Crime Analysis Report forms to meet the ILSP data collection needs. The FBI agrees to furnish the VICAP Crime Analysis Report form in an electronic transmission format when such technology is available. The ILSP may append a supplemental instrument to the VICAP Crime Analysis Report form for the purpose of collecting additional information pertinent to the analysis of violent crimes which is deemed necessary by the ILSP to accomplish its mission.

The ILSP agrees to provide the personnel necessary to administer the program, load data, and analyze those cases occurring within the State

of Illinois. Other agencies working with the ILSP may contribute whatever resources are necessary to fulfill this obligation. Agencies will be responsible for the entry of their data.

The ILSP agrees to enter all current year homicides (open and closed), missing persons (still missing) where foul play is suspected, and unidentified dead via the VICAP Crime Analysis Report format. The ILSP also agrees to review and furnish VICAP reports on only those open homicides for the past 10 years, that would fit the criteria for submission to the VICAP national database: Solved or Unsolved Homicides/Attempted Homicides, especially those that involve an abduction; are apparently random, motiveless, or sexually oriented; or are known or suspected to be part of a series; Missing Persons/ Kidnappings where the circumstances indicate a strong possibility of foul play and the victims are still missing; Unidentified Dead Bodies where the manner of death is known or suspected to be homicide. Nothing in this Memorandum of Understanding (MOU) shall preclude or prohibit the ILSP from submitting any open cases that fit the criteria for submission to VICAP, or any homicide cases closed by arrest where there is a possibility that the offender may have committed other homicides.

The ILSP assures that they will continue to data load to VICAP until such time as this MOU is terminated by either party.

C. Technical Assistance

To facilitate the coordination and compatibility between the ILSP and VICAP, VICAP agrees to provide the appropriate software program necessary to operate your respective program responsibilities as outlined in this MOU. Subject to budgetary and other resource constraints, the FBI will provide appropriate computer hardware to support the VICAP system and a modem and/or other means of electronic transmission for submission of data to VICAP.

The FBI agrees to provide assistance in the installation of the VICAP application (PC, hardware); training in the use of the system to include data entry, data transmission, and elementary inquiries.

The FBI agrees to furnish continued updates as the system is enhanced or modified. ILSP agrees to use the most recent version of the software. Both ILSP and the FBI agree that Law Enforcement OnLine (LEO) will be used for data transmission.

In order that VICAP may coordinate the dissemination of current and/or future enhanced software to any law enforcement agency and to secure or modify MOUs with such agencies, the ILSP will ensure that the **software furnished is not reproduced, disseminated, accessed by any other agency or unauthorized persons without the authorization and concurrence of the FBI's VICAP Unit. Hardware and software conveyed to the ILSP will remain the property of VICAP.**

D. Timeliness of ILSP Submissions to VICAP

Time is of the essence in the identification of patterns and/or similarities and the possible solution of violent crimes. Therefore, the ILSP agrees to forward the original VICAP Crime Analysis Report Form, or electronic reproduction, to the FBI (Violent Criminal Apprehension Program, FBI Academy, Quantico, VA 22135) within five working days of the receipt of such data as collected by the ILSP.

E. Confidentiality

Both ILSP and VICAP agree that case information should be handled in a confidential manner and that ILSP has an expectation of privacy. To that end, the Attorney General of the United States has exempted the VICAP system from subsections (c) (3), (d), (e), (1), (e) (4) (G) and (H), (f) and (g) of the Privacy Act pursuant to 5 U.S.C. 55a (j) (2) and (k) (2).

ILSP dissemination of information obtained from another agency and contained in the VICAP Crime Analysis Report form must be compatible with the purpose and intent for which the information was originally collected. In no case shall that information be shared with any other person or agency, with the exception of regular employees of the FBI's VICAP or its National Center for the Analysis of Violent Crime (NCAVC) Coordinator, without the expressed and informed consent of the agency making the original submission of that information. In the event of a possible linkage between or among two or more cases, the agency name, case investigator's name, the case investigator's telephone number, the agency's case number, and the victim's name for each associated case may be provided to each of the involved case investigators in accordance with the provision of Article F, below.

F. Coordination of Notification of Possibly Related Cases

The ILSP shall make no notification regarding possibly related cases which have been submitted to VICAP via the ILSP system without first notifying VICAP of their findings and intent to notify the concerned agencies. Likewise, VICAP shall make no notification regarding possibly related State of Illinois cases received via the ILSP system without giving similar notice to the ILSP. This requirement of notice shall not, however, prevent either the ILSP or VICAP from subsequently notifying the concerned agencies whether or not agreement exists as to the validity of the tentative case associations. The notification is to serve only as a means of coordinating the activities of both the ILSP and VICAP.

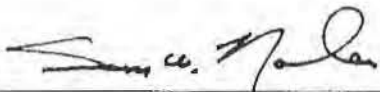
G. VICAP/ILSP Joint/Coordinated Training

VICAP and the ILSP shall provide, subject to budgetary and other resource constraints, joint and/or coordinated training to ILSP law enforcement personnel for the purpose of advising participants of the existence and coordination of each of the respective programs as well as their operational requirements and benefits.

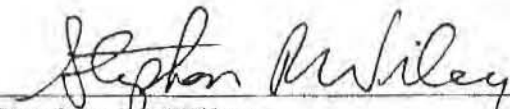
H. Termination of Agreement

This agreement may be terminated by either party (FBI or ILSP) at any time. The participating agencies may withdraw from this agreement by providing written notice of their intent to withdraw to the other participating agency. Upon termination of this MOU, all equipment will be returned to the providing agency.

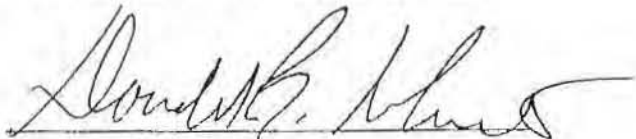
Signed this the 31st day of OCTOBER, 2001.



Sam W. Nolen
Director
Illinois State Police



Stephen R. Wiley
Special Agent in Charge
Critical Incident Response Group
Federal Bureau of Investigation



Donald B. Whitehead
Special Agent in Charge
Springfield Division
Federal Bureau of Investigation