



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A47-14-235-021	2. Date prepared: 11/19/2015
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input checked="" type="checkbox"/> MOU	<input checked="" type="checkbox"/> Renewal # <u>1</u>
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

**FISCAL INFORMATION**

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year _____ \$ _____	
Year _____ \$ _____	
Year _____ \$ _____	
Year _____ \$ _____	

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 12/1/2013	12. To ( month, day, year ): 11/30/2017
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Other (specify) <u>STATE AGCY</u>

**AGENCY INFORMATION**

14. Name of agency: Motor Vehicles	15. Requisition Number:
16. Address: Bureau of Motor Vehicles Procurement 100 N SENATE AVE INDIANAPOLIS, IN 46204	

**AGENCY CONTACT INFORMATION**

17. Name: Robert Scott	18. Telephone #: 317/232-7629
19. E-mail address: roscoff@bmv.in.gov	

**COURIER INFORMATION**

20. Name: June Monroe	21. Telephone #: 317-234-4793
22. E-mail address: jmonroe@bmv.in.gov	

**VENDOR INFORMATION**

23 Vendor ID # 0000058399	
24. Name: INDIANA STATE POLICE	25. Telephone #: 317-234-7638
26. Address: 100 N SENATE IGCN-RM 340 INDIANAPOLIS, IN 46204	
27. E-mail address: cforbes@isp.in.gov	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN- Veteran _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications system  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
9-14-3.5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
BMV shall share personal information with Indiana State Police Fusion Center in accordance with Indiana Code and DPPA. assist in the execution of this data sharing agreement. This is the first renewal of the agreement.  
  
This Renewal #1 formally renews this MOU through November 30, 2017.

38. Justification of vendor selection and determination of price reasonableness:  
BMV and ISP all hold responsibilities in accordance with IC. No funding between parties is required to carryout these responsibilities.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 11/30/15	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 12-4-15
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



**AMENDMENT #1/ RENEWAL #1  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INDIANA BUREAU OF MOTOR VEHICLES  
AND  
THE INDIANA STATE POLICE  
EDS # A47-14-235-021**

This First Amendment AND First Renewal (“Amendment #1 / Renewal #1”) renews and modifies the Memorandum of Understanding (collectively the “MOU”) executed on February 21, 2014, among the Indiana Bureau of Motor Vehicles (the “BMV”) and the Indiana State Police (the “ISP”), (collectively the “Parties”) for the rights and responsibilities for transferring of data and information from the BMV to the Indiana Intelligence Fusion Center (“IIFC”), which ISP operates.

WHEREAS, the Parties hereto desire to formally renew this MOU for two (2) years, to be effective from December 1, 2015 to November 30, 2017, as the Parties have continued, in good faith, to perform the duties set forth in the MOU;

WHEREAS, the Parties hereto desire to modify Subsection VII(I.) notification to parties section due to staff turnover;

**IT IS THEREFORE AGREED**, in consideration of the recitals and terms herein, the Parties agree to renew and modify the MOU as follows:

I. Pursuant to Subsection VII(B.), the MOU may be renewed by the Parties. Therefore, the Parties agree that the Renewal #1 to the MOU commenced on December 1, 2015 and shall continue through November 30, 2017.

II. Subsection VII(I.) shall be modified to reflect a change in staff and read as:

Whenever any notice, statement, or other communication is required under this MOU, it shall be sent to the following, unless otherwise advised:

Notice to ISP shall be sent to:

Indiana State Police, Legal Office  
100 N. Senate Ave., IGCN 340  
Indianapolis, IN 46204  
Telephone: 317-233-9026  
Fax: 317-234-7638

Notice to BMV shall be sent to:

Stephen Hull  
Deputy Commissioner  
Audit & Investigations  
Bureau of Motor Vehicles  
100 N. Senate Ave., IGCN 404  
Indianapolis, IN 46204  
Telephone: (317) 232-2805  
Fax: (317) 233-3203  
Email: shull@bmv.in.gov

Adam Krupp  
General Counsel  
Legal Department  
Bureau of Motor Vehicles  
100 N. Senate Ave., IGCN 404  
Indianapolis, IN 46204  
P: 317.234.5217  
F: 317.233.3135  
akrupp@bmv.in.gov

Alex Miller  
Legislative Director  
Legislative Affairs  
100 N. Senate Ave., IGCN 404  
Indianapolis, IN 46204  
Telephone: (317) 232-0104  
almiller@bmv.in.gov

III. All other matters previously agreed to and set forth in the MOU, and not affected by this Amendment #1 / Renewal #1 shall remain in full force and effect.

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**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.**

In Witness Whereof, the BMV and the ISP have, through duly authorized representatives, entered into this Amendment #1/ Renewal #1 to the MOU. Each of the Parties, having read and understood the foregoing terms of this Amendment #1 / Renewal #1 to the MOU, do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he or she is duly authorized to execute this Amendment #1 / Renewal #1 to the MOU on behalf of their respective agency and has obtained all the necessary or applicable approvals to make this Amendment #1 / Renewal #1 to the MOU fully binding upon their respective agency when his or her signature is affixed.

**Indiana State Police**

By: Douglas Carter SH  
Douglas G. Carter, Superintendent

Date: 10-28-15

**Indiana Bureau of Motor Vehicles**

Kent W. Abernathy  
Kent W. Abernathy, Commissioner

Date: 11/30/15

**State Budget Agency**

Brian E. Bailey (for)  
Brian E. Bailey, Director

Date: 12-4-15



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A47-14-235-021
2. Date prepared: 2/7/2014

3. CONTRACTS & LEASES

Professional/Personal Services, Grant, Lease, Attorney, MOU, QPA, Contract for procured Services, Maintenance, License Agreement, Amendment#, Renewal #, Other

FISCAL INFORMATION

4. Account Number, 5. Account Name, 6. Total amount this action, 7. New contract total, 8. Revenue generated this action, 9. Revenue generated total contract, 10. New total amount for each fiscal year

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 12/1/2013, 12. To ( month, day, year ): 11/30/2015, 13. Method of source selection: Bid/Quotation, Emergency, Negotiated, Special Procurement, RFP#, Other (specify) STATE AGCY

AGENCY INFORMATION
14. Name of agency: Bureau of Motor Vehicles, 15. Requisition Number:

16. Address: Bureau of Motor Vehicles Procurement, 100 N SENATE AVE, INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Carol Branstetter, 18. Telephone #: 317/232-7629, 19. E-mail address: cbranstetter@bmv.in.gov

COURIER INFORMATION

20. Name: June Monroe, 21. Telephone #: 317-234-4793, 22. E-mail address: jmonroe@bmv.in.gov

VENDOR INFORMATION

23 Vendor ID #: 0000058399, 24. Name: INDIANA STATE POLICE, 25. Telephone #: 317-234-7638, 26. Address: 100 N SENATE, IGCN-RM 340, INDIANAPOLIS, IN 46204, 27. E-mail address: cforbes@isp.in.gov

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes X No

29. Primary Vendor: M/WBE/IN-Vetera, Minority: Yes X No, Women: Yes X No, IN-Veteran: Yes X No, 30. Primary Vendor Percentages: 100.0 %

31. Sub Vendor: M/WBE/IN-Veteran, Minority: Yes X No, Women: Yes X No, IN-Veteran: Yes X No, 32. If yes, list the %: Minority: %, Women: %, IN-Veteran: %

33. Is there Renewal Language in: X Yes No, 34. Is there a "Termination for Convenience" clause in the document? X Yes No

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): 9-14-3.5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) BMV shall share personal information with Indiana State Police Fusion Center in accordance with Indiana Code and DPPA assist in the execution of this data sharing agreement. This is the first renewal of the agreement. This renewal #1 formally renews this MOU through June 30, 2014.

38. Justification of vendor selection and determination of price reasonableness: BMV and ISP all hold responsibilities in accordance with IC. No funding between parties is required to carryout these responsibilities

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) MOU delayed due to staffing changes. All agencies have continued to execute responsibilities in good faith

40. Agency fiscal officer or representative appro, 41. Date Approved: 2-07-14, 42. Budget agency approval: ac, 43. Date Approved: 2/21/14, 44. Attorney General's Office approval, 45. Date Approved, 46. Agency representative receiving from AG, 47. Date Approved



77101-000

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INDIANA BUREAU OF MOTOR VEHICLES  
AND  
THE INDIANA STATE POLICE  
EDS # A47-14-235-021**

This Memorandum of Understanding (“MOU”) is made by and between the Indiana Bureau of Motor Vehicles (“BMV”) and the Indiana State Police (“ISP”), (collectively the “Parties”). This MOU sets forth the rights and responsibilities for transferring data and information from the BMV to the Indiana Intelligence Fusion Center (“IIFC”), which ISP operates.

**I. General Information/Purpose.**

A. The BMV is created pursuant to Indiana Code (IC) section 9-14-1-1.

B. The BMV, pursuant to IC chapter 9-14-2, establishes the policies and procedures of the bureau and organizes it in a manner to carry out its duties.

C. The BMV’s database contains information including “personal information” as that term is defined in IC §9-14-3.5-5 and “highly restricted personal information” as defined in IC §9-14-3.5-2.5 (collectively for purposes of this MOU referred to as “**personal information**”).

D. The BMV may only disclose such personal information for limited reasons pursuant to Federal and Indiana laws. Specifically IC §9-14-3-5(c), IC §9-14-3.5-10(1), IC §9-14-3.5-10.5(2), and 18 U.S.C. §2721(b)(1) authorize the BMV to release personal information to government agencies, including law enforcement agencies and officers, courts, or other people acting on behalf of a governmental agency, in carrying out their functions.

E. IC §9-14-3.5-10.5(2) authorizes the BMV to disclose the digital photograph and Social Security number contained in a person’s motor vehicle record to law enforcement agencies without the express written consent of the person to whom the personal information pertains if the requestor provides proof of identity and represents that the use of the personal information is strictly limited to one of the acceptable uses.

F. The ISP is constituted as a law enforcement agency under IC §10-11-2-4 with powers to enforce the regulation and use of motor vehicles pursuant to IC §10-11-2-21.

G. The IIFC is established under IC §10-11-9-2.

H. The ISP has the authority to operate the IIFC by the direction of the Indiana Governor under IC §10-11-9-3.

I. The ISP considers the IIFC's ability to access certain information in the BMV's database essential for the protection and safety of the citizens of Indiana.

**II. Term; Termination.**

A. The Parties agree that this MOU commenced on December 1, 2013 and shall end on November 30, 2015.

B. The Parties may terminate this MOU at any time and for any reason. A party may terminate the services by delivering a Termination Notice to the other party at least thirty (30) days prior to the termination's effective date, and specifying the extent to which performance of services under such termination becomes effective.

C. Changes to Federal or State laws or regulations that affect a party's ability to perform pursuant to this MOU's terms and conditions may result in immediate termination of all or part of a party's obligations/affected abilities. If immediate termination occurs, the terminating party will deliver a Termination Notice to the other party as soon as possible specifying the extent to which performance of services under such immediate termination is effective.

**III. Duties of the BMV.** The BMV shall do the following:

A. Assist the ISP in obtaining and/or accessing information/data in the BMV's database, including personal information in formats and methods including, but not limited to FTP, CSV, TXT, or other electronic file type real-time transactional requests, and batch searches using full or partial identifiers, as agreed upon by the Parties.

B. Assist the ISP in obtaining and/or accessing any other relevant information that may be involved in the maintenance, storage, input, and integrity of information in the BMV's database.

C. The BMV disclaims any warranty as to the accuracy of said computer information/data.

D. Timely inform ISP IIFC of any new license type requirements for system users.

E. Implement the addition or removal of IIFC users to/from an Active Directory group as requested, which grants those users limited Facial Recognition Software ("FRS") access.

F. The BMV Deputy Commissioner of Audit & Investigations shall retain final decisive authority to grant an ISP IIFC employee FRS access, by e-mail notification to a designated ISP representative.

G. Implement the addition or removal of IIFC users to/from an Active Directory group as requested, which grants them access to BMV Partial License Plate Data ("PLPD").

H. The BMV Deputy Commissioner of Audit & Investigations shall retain final decisive authority to grant an ISP IIFC employee PLPD access, by e-mail notification to a designated ISP representative.

**IV. Duties of the ISP.** The ISP shall do the following:

A. Maintain adequate security to ensure that personal information is not compromised, and is not disclosed other than for purposes that federal and State laws and regulations allow. Additionally, ISP shall employ all reasonable procedures to ensure that the information obtained from the BMV's database is only released and used in accordance with applicable federal and State laws and regulations.

B. Make every reasonable effort to test changes that the BMV makes to its system hardware and software, and advise the BMV of the accuracy and efficacy of such changes.

C. Abide by all federal and State audit requirements that apply to this MOU.

D. Maintain an audit trail and log of all the BMV transactions, stating the names of all persons and/or agencies to whom the information is disseminated and the date and time of when such information was disseminated.

E. Limit access to the BMV's data and database to work done for official on-going ISP IIFC or law-enforcement initiatives or investigations.

F. Continue to maintain the ISP existing office-wide policies regarding confidentiality and unauthorized use of government property/facilities that provide for discipline up to and including termination in the case of violation(s).

G. Warrant that it will comply fully with the provisions of IC ch. 4-1-10, IC ch.4-1-11, IC ch. 9-14-3, IC ch. 9-14-3.5 and with the applicable provisions of the Federal Driver's Privacy Protection Act, 18 U.S.C. 2721, *et. seq.*, as amended, and all other applicable laws and regulations governing access and use of motor vehicle records and the personal information contained therein.

H. Warrant that it will abide by the provisions of IC §9-14-3.5-13, particularly the record keeping provisions in subsection (d).

I. ISP IIFC may access FRS information and PLPD; however, the ISP acknowledges that the BMV shall be considered the primary user of FRS information and PLPD. As such, the BMV retains the discretion to request (by informal notification) the ISP IIFC log off the system(s), so that the BMV may utilize the system(s) for credentials, investigations and other essential activities in accordance with the BMV's course of business, as determined by the BMV. An authorized BMV designee shall provide ISP IIFC informal notice of when such access is again accessible.



J. ISP IIFC shall provide the BMV Deputy Commissioner of Audit & Investigations with immediate notification of when an IIFC employee no longer has the right or need for user access, such as in the case of dismissal or reassignment.

V. **Consideration.** Neither party shall provide the other party monetary reimbursement for the services provided/performed in this MOU.

VI. **Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of performance of this MOU, the MOU shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

VII. **General Terms.**

A. This MOU constitutes the entire understanding between the Parties with respect to the duties set forth herein. This MOU may be modified upon the initiative of a party hereto. Such modifications must be made in writing and must be agreed to and signed by authorized representatives of all Parties to this MOU and the State Budget Agency.

B. Any renewal of this MOU shall be made in writing, agreed to by all Parties and signed by all Parties and the State Budget Agency. Any renewal of this MOU shall not exceed the original term.

C. The Parties agree to comply with all federal and State laws, rules, and regulations as may be amended from time to time, pertaining to this MOU.

D. Should any disputes arise with respect to this MOU, the Parties agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. If a resolution is not reached, the Parties shall consider whether termination of the MOU is appropriate.

E. Each party shall notify the other in advance prior to issuing a press release or otherwise regarding media inquiries or inquiries or initiative media publicity regarding the subject matter of this MOU. The ISP shall not include in any media release information to which the BMV reasonably believes is within the scope of confidential information. Should a party object to the media release, the Parties agree to work together to resolve and revise the media release prior to distribution.

F. In performing their respective obligations hereunder, each party to the MOU shall operate as and have the status of an independent party and, unless specified in this MOU, shall not act as or be an agent, partner, or employee of another party. No party shall have any right or authority, other than what is contained within the terms and conditions of this MOU, to create any obligations of any kind or to make any representations or warranties on behalf of any other party in any respect whatsoever. Nothing contained in this MOU

shall give, or is intended to give, any rights of any kind thereby creating a third-party beneficiary thereto.

G. Each party shall notify the other respective party of any unauthorized use of information associated with this MOU, and/or of any other breach of security of which any party becomes aware, immediately upon becoming aware of any such unauthorized use or breach of security.

H. The Parties warrant they will comply with provisions of IC ch. 9-14-3, IC ch. 9-14-3.5, the Federal Driver's Privacy Protection Act, 18 U.S.C. 2721, *et seq.*, as amended, and all other applicable State of Indiana and federal laws and regulations pertaining to this MOU and/or governing access and use of motor vehicle records and the personal information contained therein. Each party is solely responsible for knowing and adhering to, those laws and regulations, including any additions or changes to them occurring after the execution of this MOU.

I. Whenever any notice, statement, or other communication is required under this MOU, it shall be sent to the following, unless otherwise advised:

Notice to the ISP shall be sent to:

Cynthia Forbes, Legal Counsel  
Indiana State Police, Legal Office  
Indiana Intelligence Fusion Center  
100 N Senate Ave., Room Headquarters/ IGCN N340  
Indianapolis, IN 46204  
Telephone - ISP Office: (317) 234-4217  
Telephone - Indiana Fusion Center: (317) 234-7651  
Fax: (317) 234-7638  
E-mail: cforbes@isp.in.gov

Notice to the BMV shall be sent to:

Carol Branstetter, Deputy Commissioner, Policy & Programs  
100 N. Senate Ave., Room N430  
Indianapolis, IN 46204  
Telephone: (317) 232-7629  
Fax: (317) 233-4234  
E-mail: cbranstetter@bmv.in.gov

Patrick Price, General Counsel  
100 N. Senate Ave., Room N404  
Indianapolis, IN 46204  
Telephone: (317) 234-5217  
Fax: (317) 233-3135  
E-mail: paprice@bmv.in.gov

Stephen Hull, Deputy Commissioner, Audit & Investigations

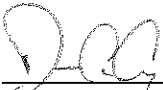
100 N. Senate Ave., Room N403  
Indianapolis, IN 46204  
Telephone: (317) 232-2805  
Fax: (317) 233-3203  
E-mail: [shull@bmv.in.gov](mailto:shull@bmv.in.gov)

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SIGNATURES ARE ON THE FOLLOWING PAGE.**


In Witness Whereof, the BMV and the ISP have, through duly authorized representatives, entered into this MOU. Each of the Parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he or she is duly authorized to execute this MOU on behalf of their respective agency and has obtained all the necessary or applicable approvals to make this MOU fully binding upon their respective agency when his or her signature is affixed.

**Indiana State Police**

By:   
\_\_\_\_\_  
Douglas G. Carter, Superintendent

Date: 1/27/2014

**Indiana Bureau of Motor Vehicles**

By:   
\_\_\_\_\_  
Donald M. Snemis, Commissioner

Date: 2-10-2014

**APPROVED BY:  
State Budget Agency**

 (for)  
\_\_\_\_\_  
Brian E. Bailey, Director

Date: 2/21/14