

## **Memorandum of Understanding**

# **29362**

**This Memorandum of Understanding** (Agreement) dated this 1 day of Aug, 2005 is by and between the National Insurance Crime Bureau (NICB), an Illinois not-for-profit corporation with its principal place of business at 10330 S. Roberts Road, Palos Hills, Illinois 60465 and the City of Long Beach, located at 400 West Broadway Long Beach, CA 90802.

**Whereas**, NICB is an Illinois not-for-profit corporation supported by approximately 1,000 leading property and casualty insurance companies and NICB is dedicated to fighting insurance related crime and vehicle theft, and gathering and disseminating information related to insurance fraud and vehicle theft for the benefit of NICB member companies;

**Whereas**, the Long Beach Police Department (Agency) is responsible for investigating crimes within its jurisdiction, including insurance related crime and fraud;

**Whereas**, the NICB has been entrusted by many vehicle manufacturers with information concerning nonpublic secondary and supplemental vehicle identification numbers (VINS) and other nonpublic vehicle marking information; and

**Whereas**, it is in the interest of the public, law enforcement and the NICB to closely monitor who has access to information with regard to nonpublic VINS and other nonpublic vehicle markings and prevent this information from being made publicly known.

**Now, therefore**, in consideration of the mutual obligations of NICB and Agency, the parties hereby agree as follows:

1. Subject to the terms of this Agreement, NICB hereby grants Agency a non-exclusive license to have electronic access to information with regard to the public VIN and non-public engine and transmission information, but not access to secondary or supplemental VIN information.
2. Agency shall notify NICB which employees of the Agency will have access to this information and the parties will work together to enable Agency employees the ability to access the information.
3. Agency agrees, on behalf of itself and its employees who are designated to have the ability to access the information, to not disseminate the information outside of the Agency unless done so in conjunction with an official criminal investigation or prosecution, without first securing the written approval of the NICB Law Department.
4. Agency agrees to use its best efforts to avoid dissemination of this information in response to a Freedom of Information Act request, or any other request under any

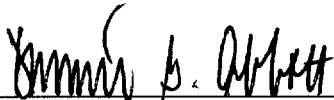
similar laws and Agency agrees to advise NICB within five days of the Agency's receipt of such request. In addition, and to the extent reasonably possible, Agency agrees to contest any request/subpoena it receives seeking this information and to advise NICB of the receipt of such request/subpoena within five days.

5. Agency agrees that it will notify NICB within five days of any employee with access to this information terminating employment with the Agency.
6. Should NICB believe or suspect that the Agency, or any of its employees, have released this information to anyone outside of the Agency, in conjunction with any matter or proceeding other than an official criminal investigation or prosecution, without first securing the written consent of NICB's Law Department, then NICB may, in its discretion, terminate access to the information by any or all of Agency's employees.
7. This Agreement shall continue indefinitely until terminated by either party by giving written notice to the other party at the address written above and sent to the attention of the General Counsel of the other party.
8. The NICB does not warrant the accuracy of any information. The information is intended solely to be used as an investigative lead, and the NICB recommends that an independent investigation be conducted before any further action is taken by the Agency.
9. Should Agency have an investigative need for secondary or supplemental VIN information, the local NICB agent should be consulted on a case by case basis.

**In Witness Whereof**, NICB and Agency have caused this Agreement to be executed by duly authorized individuals on the day first written above.

**National Insurance Crime Bureau**

**City of Long Beach**

By: 

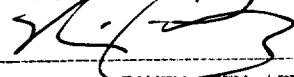
By: 

Its: Vice President, Information Technology

Its: City Manager

APPROVED AS TO FORM

7/25, 2005  
ROBERT E. SHANNON, City Attorney

By   
DEPUTY CITY ATTORNEY