MEMORANDUM OF UNDERSTANDING
Wisconsin ALPR Association
Concerning
Automated License Plate Reader ("ALPR") Data Sharing

This Cooperation Agreement, ("Agreement"), is made and executed this 11th day of October, 2018, by and between the below listed Agency, the Wisconsin ALPR Association ("Association") and any other Agencies that also commit to this Agreement, under the laws of the State of Wisconsin, pursuant to Wis. Stat. § 66.0301.

Agency Name: Fox Point Police Department

Agency Address: 7300 North Santa Monica Boulevard; Fox Point, WI 53217

Agency Phone: (414) 351-8911

Agency Contact: Christopher Freedy

I. Purpose

The purpose of this Agreement is to define the agreed responsibilities between all Agencies that commit to this Agreement. The responsibilities defined in this Agreement shall be applicable to any users of ALPR data sharing.

II. Individual Responsibilities

Each Agency agrees to work with all other agreed Agencies to facilitate the implementation of sharing with each other. Upon changes to the status of their ALPR database, each Agency will notify the other participating Agencies, and the Association of their status. Changes, which would qualify but are not limited to, are outages and hardware or software changes that may impact the sharing of data. Each party agrees to notify the other participating Agencies and the Association of their responsible contact person. All communication will be taken care of during normal business hours.

III. Other Provisions

A. At all times and under all circumstances under this Agreement, all personnel shall remain under the sole command of each Agency's respective supervisors, and shall remain employees of their respective Agencies.

B. All Agencies under this Agreement shall operate within their own Operating Policy/Procedure in respect to the usage of ALPR equipment and software at their Agency.

C. The Agencies shall be solely liable for all acts undertaken by their respective employees, agents, and officers.
D. Nothing in this Agreement is intended to reduce or eliminate the jurisdiction either of the Agencies would have in the absence of this Agreement.
E. The Agencies agree to undertake any communications with third parties that are necessary to accomplish the purposes of this Agreement.
F. Any amendments to this Agreement shall be in writing and signed by the Agencies.
G. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
H. The undersigned represent that they are empowered to undertake the covenants, promises, and agreements set forth herein, and that they are duly authorized to enter into this Agreement on behalf of their respective entities.
I. This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Agencies, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.
J. Any Agency may agree to terminate this Agreement for any reason upon 60 days written notice, and shall be submitted to the Wisconsin ALPR Association.

Whereas, each Agency that is a participant in an Automated License Plate Reader (ALPR) system and owners of the data collected from them, or are Law Enforcement Agencies with plans of acquiring ALPR systems, and have interest in sharing data.

Whereas, each Agency that is participating in this MOU have agreed to and subscribe to determine the ability of that agency to comply with the terms of this Agreement to the circumstances and resources existing at any given time.

Now therefore, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

- We agree to share read and hit data from License Plate Reader databases and “Hot Lists” with all participating and signing Agencies of this Agreement.
- Any data obtained from another sharing Agency is deemed property of the providing or originating Agency and the borrowing Agency will not share said data with any other Agency nor disclose said data to any persons or entities.
- All data is deemed to be confidential and will be used for the sole purpose of Law Enforcement investigations.
- All requests for open records will be referred to the Agency that owns the data.

- Furthermore, any signing Agency who does not currently have License Plate Reader technology agrees that they will share the above listed data with all participants of this Agreement upon their acquiring said technology and data.
- Agencies accepting to this Agreement, shall also agree to the rules, regulations and by-laws that the Association have established. The Association shall follow said rules, regulations and by-laws in the management of the shared database that the participating Agencies have agreed to.

I agree with the above listed provisions

Christopher Freedy; Chief of Police  10/11/2018

Printed Name & Title **Signature** **Date**