MEMORANDUM OF AGREEMENT

Greenfield Police Department
and
United States Department of Justice
Drug Enforcement Administration

Concerning
Automated License Plate Reader ("ALPR")
BOSS Server and Data Sharing

This Memorandum of Agreement ("MOA"), is made and executed this 9th day of May 2014, by and between the Greenfield Police Department ("Greenfield") and the United States Department of Justice, Drug Enforcement Administration ("DEA").

I. Purpose

The purpose of this MOA is to define the responsibilities of the Greenfield Police Department and DEA. The responsibilities defined in this MOA are applicable to any users of Greenfield's Automated License Plate Reader ("ALPR") BOSS Server and ALPR data sharing.

II. Individual Responsibilities – Initial Implementation

A. Greenfield will provide the ability for DEA to access Greenfield's ALPR BOSS server.

B. Greenfield will provide, configure and maintain a BOSS server located at the Greenfield Police Department, 5300 West Layton Avenue Greenfield.

C. Greenfield will configure and maintain connectivity at the Greenfield Police Department to allow access from DEA to the BOSS server.

D. DEA will source, configure and maintain any networking hardware or software located at DEA which is necessary to establish connectivity with the BOSS server located at the Greenfield Police Department.

III. Individual Responsibilities – Ongoing

A. Both agencies agree to work together to facilitate the implementation of ALPR data sharing.

B. Each agency agrees to notify the other of any hardware or software changes related to the BOSS server and ALPR database.

C. Each agency agrees to promptly notify the other of connectivity outages.

D. Each party agrees to identify and notify the other of their responsible contact person.

E. Outages and connectivity issues will generally be addressed during normal business hours.

F. Greenfield will be the vendor point of contact for BOSS server software and server hardware located at the Greenfield Police Department and for subscriber units assigned to the Greenfield Police Department.

G. DEA will be the vendor point of contact for BOSS server software and hardware at DEA and for subscriber units (if applicable) assigned to the DEA.

H. If additional hardware or software related to the submission, storage or query of ALPR data; or upgrades to network connectivity are required, the parties agree determine an appropriate cost sharing model and execute a cost sharing MOA.

III. Other Provisions

A. All data contributed to and stored on the BOSS server located at the Greenfield Police Department shall be considered the property of the contributing agency. The contributing agency and shall serve as custodian of records for its own data.

B. ALPR records will be maintained on the BOSS Server for one year. If the contributing agency desires a longer retention schedule for its records, the contributing agency shall be solely responsible for any costs or efforts to extract and archive the data for a longer period.

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

D. Each agency agrees to implement policies which include the following:

   a. The use of ALPR data shall be restricted to legitimate and officially sanctioned law enforcement investigations.
   b. Employees will verify all ALPR "hits" by a secondary method prior to taking enforcement action.
   c. Employees will not "cross-check" ALPR reads to obtain ownership information except for legitimate and officially sanctioned law enforcement investigations.
   d. Employees will not release ALPR data belonging to another agency.

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

F. Both Agencies shall be solely liable for all acts undertaken by their respective employees, agents, and officers.

G. Nothing in this MOA is intended to reduce or eliminate the jurisdiction either of the Agencies would have in the absence of this MOA.

H. Both Agencies agree to undertake any communications with third parties that are necessary to accomplish the purposes of this MOA.

I. Any amendments to this MOA shall be in writing and signed by both agencies.

J. This MOA shall be construed in accordance with the laws of the State of Wisconsin.

IV. Termination

A. Either Agency may terminate this MOA for any reason upon 30 days written notice to the other party.

B. If DEA has submitted ALPR data to the shared ALPR database at the Greenfield Police Department, upon termination of the MOA, the Greenfield Police Department will provide a complete copy of the current ALPR database to DEA.

Whereas, each agency believes that sharing ALPR data will contribute to the safety and security of the residents of each community, reduce crime and the threat of crime in each community and aid in the investigation and resolution of criminal cases; and,

Whereas, the Greenfield Police Department and DEA desire to share ALPR data;

Now therefore, in consideration of the mutual promises herein contained, the parties do mutually promise and agree to the terms of this Memorandum of Agreement.

5/12/14

***Brad Wentlandt*, Police Chief** **Date**
Greenfield Police Department

5-9-14

James F. Bohn, Assistant Special Agent in Charge **Date**
Drug Enforcement Administration
Chicago Field Division
Milwaukee District Office

WISCONSIN TIME SYSTEM

INTERAGENCY ALPR HOT LIST AGREEMENT

An agreement between the "Access Agency" and the "Indirect Access Agency", an authorized criminal justice / law enforcement agency receiving TIME System access through the "Access Agency".

Access Agency: Greenfield Police Department

Indirect Access Agency: US Drug Enforcement Administration

The Wisconsin Department of Justice, Crime Information Bureau (CIB) operates the Transaction Information for the Management of Enforcement (TIME) System. The "Access Agency" has direct access to the TIME System and has signed an agreement with CIB. The "Access Agency" agrees to perform TIME System transactions on behalf of the "Indirect Access Agency" in accordance with this agreement and TIME System policies.

****

1)This agreement applies to "hot lists" obtained by the Greenfield Police Department from the TIME system and imported to the shared Automated License Plate Reader ("ALPR") system maintained by the Greenfield Police Department.

2)It is agreed that any information received from the Wisconsin TIME System shall be for authorized criminal justice / law enforcement purposes and is not to be disseminated to unauthorized agencies or individuals except as in accordance with public records requests.

3)Information received from the TIME/NCIC Systems and exchanged between the agencies party to this agreement will be exchanged following the security controls and conditions specified in the CJIS Security Policy.

4)Under this agreement TIME System information may be released to other authorized criminal justice / law enforcement agencies; i.e. county District Attorney, prosecuting attorneys, courts, other law enforcement agencies. Wisconsin driver's license photos obtained via the TIME System may only be released to other authorized criminal justice / law enforcement agencies if the releasing and receiving agencies meet all the conditions imposed by state statute. The "Indirect Access Agency" will accept any and all responsibility for keeping accurate information in their logs according to NCIC, CIB and data service policies / procedures and applicable statutory provisions for secondary dissemination of information.

5)The Access Agency does not enter any records in the TIME system on behalf of the Indirect Access Agency.

6)Verification of any hot list "hit" by the Indirect Access Agency will be the responsibility of the Indirect Access Agency and will be accomplished by the Indirect Access Agency's own direct TIME interface or through eTIME.

7)The "Indirect Access Agency" shall maintain accurate logs and proper hard copy documentation to have available for CIB and NCIC audits.

8)Each agency reserves the right to terminate this agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated the terms of this agreement.

9)Termination of this agreement shall not negate the obligation of either party to maintain records previously entered under this agreement to insure their accuracy and timeliness.

10) The "Indirect Access Agency" agrees to the above listed items as a condition to continue access to the TIME System hot list provided through the "Access Agency".

James F. Bohn, Assistant SAC

"Indirect Access Agency"

5-12-14

"Access Agency"

May 9, 2014

Date

Date