MEMORANDUM OF UNDERSTANDING

Greenfield Police Department
and
Wisconsin Statewide Intelligence Center (WSIC)

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

This Memorandum of Understanding ("MOU"), is made and executed this 31st day of July, 2013, by and between the Greenfield Police Department ("Greenfield") and the Wisconsin Statewide Intelligence Center ("WSIC").

I. Purpose

The purpose of this MOU is to define the responsibilities of the Greenfield Police Department and WSIC. The responsibilities defined in this MOU 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 WSIC 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 WSIC to the BOSS server.

D. WSIC will source, configure and maintain any networking hardware or software located at WSIC 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. WSIC will be the vendor point of contact for BOSS server software and hardware at WSIC and for subscriber units (if applicable) assigned to the Department of Criminal Inestigation.

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 MOU.

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 MOU 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 MOU is intended to reduce or eliminate the jurisdiction either of the Agencies would have in the absence of this MOU.

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

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

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

IV. Termination

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

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

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 WSIC 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 Understanding.

8/23/13

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

8/21/13

[Name] **Date**
Wisconsin Department of Justice