Bylaws of

THE WISCONSIN ALPR ASSOCIATION

ARTICLE I – NAME AND LOCATION

The name of this organization shall be the Wisconsin Automated License Plate Reader (ALPR) Association (herein known as the "Association"), and its principal place of business, for the purpose of meetings and agendas, shall be the Southeastern portion of Wisconsin. The Members of the Association shall consist of individual law enforcement agencies. Each Member agency shall count as one (1) Member, regardless of the number of representatives that they choose to have participate in the Association.

ARTICLE II – PURPOSE

The primary purpose of the Association shall be to develop and maintain a shared license plate reader database. The database is to be made by participating agencies aggregating their license plate reader scans and sharing the information with other participating agencies. The Association shall also seek funding opportunities to assist participating agencies with the purchase and maintenance of ALPR equipment and related software.

ARTICLE III – MEMBERSHIP

Section 1. The Association shall consist of membership, without stock, and shall be operated on a non-profit basis. All income of the Association shall be devoted to afore stated purpose.

Section 2. Membership of the Association shall be obtained as follows:

a. Requesting agency to complete Memorandum of Understanding (MOU) & submit agency ALPR policy / operating procedure to the Association.
b. Requesting agency shall also complete a Wisconsin ALPR Association membership application form.
    a. The form shall include, at a minimum, the agency name, head of agency contact information, and agency representatives in the Association.
    b. The form shall also indicate who may vote on behalf of the agency in regards to Association business. If the agency has more than one representative, they may list an alternate representative to vote if the primary voting representative is not in attendance.
c. Board will review and approve/deny membership request. In denying a request, board will provide the agency with a detailed reason for denial of membership.

ARICLE IV – DUES

Section 1. Membership in the Association does not entail any dues, however sharing of costs incurred by the Association in meeting the afore stated purpose shall be determined by:

a. Cost of shared purpose divided by the number of membership agencies in the Association shall be any one members "share".

b. Each member will then be responsible for paying for their "share" within 90 days of the Association notifying the membership of the cost.

Section 2. Membership dues may be established by vote of the membership at the annual meeting.

ARCTILE V – MEETINGS & VOTING

Section 1. Annual Meeting

a. The Association shall hold an annual meeting for the election of directors. The current directors shall determine the place and time of the annual meeting.

Section 2. Regular Meetings

a. The Association shall hold regular meetings with the membership. Regular meetings shall be held no less than bi-monthly.

Section 3. Special Meetings

a. Special meetings may be called at any time by a 2/3 vote of the Directors at such time and place as the Directors wish.

Section 4. Meeting Notice

a. Notice of any meetings shall be sent to all members via email at least 15 days prior to the date of the meeting.
b. An agenda shall accompany the meeting notice, and shall include topics to be discussed and any items that may require a vote.

Section 5. Quorum

a. In the event a quorum is not present at a meeting, the members may adjourn the meeting to a later date without further notice. A quorum shall consist of 2/3 of the membership being represented.

Section 6. Voting

a. Each member (agency) is entitled to one vote. Members may vote in person or via absentee. Absentee ballots shall be provided to members by the Board of Directors. A majority of votes by the members on an issue shall pass the motion.

ARTICLE VI – OFFICERS

Section 1. Directors

a. The business of this Association shall be conducted by a Board of Directors that will consist of a President, Vice-President and Secretary/Treasurer.
    a. The President shall convene regularly scheduled Association meetings and preside of said meetings. The President shall preside over all meetings of the Association

and sign as the President all notes, contracts, agreements and other instruments requiring such signatures as the executive representative of the Association.

b. The Vice-President shall chair committees on special subjects as designated by the Directors. The Vice-President shall be vested with the powers of the President in his absence.

c. The Secretary/Treasurer shall be responsible for the keeping of records of Association actions, including overseeing the taking of minutes at all meetings and distributing of agendas to the members. They shall also be responsible for chairing the finance/grant committee and make finances available to the membership. The Secretary/Treasurer shall prepare an annual audit for presentation to the members at the annual meeting and any other additional financial forms as dictated by the membership or law.

b. The term of the Directors shall be two (2) years.

c. Directors shall be elected by the voting members (agencies), with the majority vote for each of the positions being the winner.

d. The Directors shall have general supervision and control of the business and affairs of the Association, and shall make all necessary rules and regulations not inconsistent with law, for the management of the Association. It shall be their duty to require proper records to be kept of all business transactions.

e. Any Director of the Association may be removed by an affirmative vote of 2/3 voting members. Any Director who has been recommended for removal shall be entitled to reasonable advance notice of the basis for same and the opportunity to submit a response to the members prior to action on the matter.

f. Directors shall not be compensated for their services in the Association.

ARTICLE VII – FINANCIAL MATTERS

Section 1. Non-Profit Association

a. The Association shall operate as a not-for-profit association.

Section 2. Contracts

a. Except as otherwise provided in these By-Laws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association. However, no debts shall be contracted against the Association or its members except by order of the Board after:
    a. The item has been brought before the membership for review.
    b. The membership has voted in favor of the debt.

Section 3. Funding Sources

a. The Association's primary sources of operating capital shall be through:
    a. Grants
    b. Donations

b. The Association shall make every effort possible to minimize or eliminate as much operating cost as possible to the participating Agencies.

Section 3. Shared Costs

a. Participating Agencies shall be responsible for any outstanding operating costs incurred that cannot be covered through grants, donations or other funding sources.
b. Costs to any single Agency shall be determined by dividing the total cost by the number of participating Agencies. This shall equal one Agency's "share".
c. Each member will then be responsible for paying for their "share" within 90 days of the Association notifying the membership of the cost.
d. Any "share" that would be greater than or equal to $500.00 shall require:
    a. Written notification to all participating Agencies department head and their representative(s) in the Association.
    b. A vote by the membership to determine if they are willing to incur this debt.

ARTICLE VII – COMMITTEES

Section 1. Standing Committees – The following Committees shall be appointed by the Board:

a. Grant Writing & Submission
    a. Responsible for procuring funding through the grant writing process. The grants applied for should benefit the primary purpose a stated above.
b. Policy, Memorandums of Understanding (MOU) and Legal
    a. Responsible for drafting Committee MOU's, policies and updating the Association By-Laws as they are amended by the membership. Also responsible for researching any legal issues that the Association may face.
c. Technical Systems
    a. Responsible for guiding the Association on the purchase of equipment, software and other technical issues.

Section 2. New Committees – At any time that the Board decides that a new committee needs to be formed, they may do so, and they may ask the membership for volunteers to stand on the committee. The Board may also appoint members to any committee that they feel will serve the best interest of the Association.

ARTICLE IX – BY-LAWS

Section 1. The Board shall have the power to make such By-Laws as may seem expedient, but such By-Laws shall be subject to repeal or amendment by any meeting of this Association. The Board shall not have the power, however, to pass any By-Laws that would alter the status of the Association beyond the ability of the members to restore the former status at any meeting.

ARTICLE X – AMENDMENTS

Section 1. These By-Laws may be amended at any regular or special meeting by a two-thirds (2/3) vote of the members in person, or via absentee ballot, provided that no amendment shall be adopted unless a copy of such proposed amendment shall have been included in or enclosed with the notice of such meeting.

These bylaws were agreed upon and enacted by the membership on August 21st, 2012.

Revisions

- August 16, 2012
    - Final draft of bylaws

Wisconsin ALPR Association

A Law Enforcement Data-Sharing Initiative

August 21, 2012

Recently, a group of law enforcement agencies formed a partnership in an effort to share data that is gathered from automated license plate readers (ALPR's). While ALPR technology is a terrific tool for any one agency, it becomes much more valuable when the data is shared and compiled on a grand scale.

The Wisconsin ALPR Association believes that ALPR technology is one of the next great law enforcement tools, and is taking steps to make it available to agencies across the State of Wisconsin. The main focus of the Association is to:

- Share ALPR data with all participating member agencies to facilitate law enforcement and asset recovery investigations.
- Obtain funding through grants and private donations to provide services and equipment to member agencies at little or no cost to them.
- Be a central point of contact for ALPR data in the state.
- Expand ALPR technology throughout the State of Wisconsin and beyond.

We invite you to become a member of the Association and gain access to all of our resources. Enclosed, please find a copy of the Association bylaws, an application and a memorandum of understanding. The completed memorandum and application must be returned in order for your agency to become a member.

Applications may be submitted in person at our next scheduled meeting or via email/fax/mail to:

Sgt. Salvatore Alioto
ATTN: Wisconsin ALPR Association
Wauwatosa Police Department
1700 N 116th St.
Wauwatosa, WI 53226

Phone: 414-471-8430 Ext. 5107
Fax: 414-471-8447
Email: salioto@wauwatosa.net

If you have any additional questions about the Association, please feel free to contact any of the below individuals.

Chief Dennis Nasci
West Milwaukee PD
414-645-2151
dennis.nasci@westmilwaukee.org

Captain Eric Schroeder
Franklin PD
414-425-2522
eschroeder@franklinwi.gov

Mark Mathy
HIDTA - Milwaukee
414-220-4742
mmathy@milwaukeehidta.org

Wisconsin ALPR Association

Application For Membership

Agency Name: Oak Creek Police Department

Agency Address: 301 W. Ryan Rd
(Street)

Oak Creek (City) 53154 (Zip)

Agency Phone Number: (414)762-8200

Head of Agency: Chief John Edwards

Representative(s) for Agency in the Association:

Captain Steve Anderson (Name) sanderson@oakcreekwi.org (Email) (VOTING REPRESENTATIVE)

_____ (Name) _____ (Email)

_____ (Name) _____ (Email)

_____ (Name) _____ (Email)

Note: Only one representative may vote on behalf of your agency regarding Association business. If you have more than one representative listed above, please place the voting representative on the first line.

By signing below, I hereby acknowledge:

- I have received the most current copy of the Wisconsin ALPR Association bylaws, and agree to their terms.
- I have received and completed the most current copy of the Wisconsin ALPR Association Memorandum of Understanding, and agree to the terms.
- I authorize the above named person(s) as representatives for the above named agency in matters pertaining to the business of the Wisconsin ALPR Association.
- I authorize the above named person as a voting representative on behalf of the above named agency.

Dated the 22 of October, 2012.

J. Edwards (Head of Agency or Authorized Representative) Chief (Title)

This completed application must be returned with a signed copy of the "Memorandum of Understanding".

Rev: 08/21/12 SJA

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

This Cooperation Agreement, ("Agreement"), is made and executed this 22 day of October, 2012, 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: Oak Creek Police Department

Agency Address: 301 W. Ryan Rd, Oak Creek WI 53154

Agency Phone: (414) 762-8200

Agency Contact: Captain Steve Anderson

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

John O. Edwards	J. O. Edwards	10-22-12
Printed Name & Title	**Signature**	**Date**