

MEMORANDUM OF UNDERSTANDING
of
Automatic License Plate Recognition Sharing
Governmental Entities
for
SHARING INFORMATION FOR LAW ENFORCEMENT PURPOSES

I. OVERVIEW

a. Background:

Automatic License Plate Recognition (ALPR) systems utilize specialized cameras to capture images of a passing vehicle and the license plate. The image of the license plate is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against a designated informational data file, also known as a "Hot List". This system is only used by law enforcement as authorized by Utah Code § 41-6a-2003, for example, part of an active criminal investigation, to apprehend an individual with an outstanding warrant, to locate a missing or endangered person, or to locate a stolen vehicle.

ALPR cameras may be mobile (mounted on vehicles) or placed in fixed positions such as freeway overpasses or traffic signals. ALPR systems have all the necessary equipment to scan license plates, notify the user of a license plate hit, and upload the "Plate Data" information into a secure "ALPR Repository" for retention, research, and authorized law enforcement use.

b. Purpose and Scope:

All governmental entities entering into this MOU are hereinafter collectively referred to as "Agency Parties." Realizing the increase in public safety, crime prevention and detection gained by sharing information, Agency Parties seek to share Plate Data and Hot List information with each governmental entity executing a duplicate of this MOU. The protocols and systems to securely connect these informational sources will be approved by agency ALPR Administrators.

This MOU outlines conditions under which the Agency Parties will share and use Plate Data and Hot List information. Agency Parties agree that information will be shared with law enforcement entities serving Utah who enter this MOU for their agency.

II. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information:

Agency Parties authorize the sharing of ALPR-generated Plate Data and Hot List information residing in their respective data networks with other Agency Parties, as permitted by law. An agency that chooses to limit the information fields to be shared with Agency Parties is responsible for technical steps necessary to ensure that the selected information is not available for data exchange.

Each government entity agrees that this MOU serves as a memorandum of understanding as allowed in 41-6a-2005(4) for other government entities executing this MOU and that Agency Parties may access ALPR or plate data of participating agencies as authorized by law. Upon request, participating agencies may receive a list of all governmental entities participating in the sharing of ALPR data under this MOU.

b. Limitation on Information Access:

Access to Plate Data and Hot List information is restricted to legitimate law enforcement purposes. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access any other Agency Party's Plate Data and Hot List information. Each Agency Party shall ensure that its Authorized Users comply with these restrictions.

c. Liability:

Each Agency Party is solely responsible for any and all claims against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU, including the use or alleged or actual misuse of Plate Data and Hot List information by that agency, its officers, agents or employees.

Agency Parties, as governmental entities under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.*, as amended) (the "GIA"), retain all defenses and liability limits provided by the GIA. Consistent with the terms of the GIA, and as provided therein, it is mutually agreed that each entity is responsible and liable for its own wrongful or negligent acts, which are committed by its agents, officials, or employees. No Agency Party waives any protections or defenses otherwise available under the GIA, nor does any Party waive any limits of liability currently provided by the GIA. Nothing in this MOU shall be construed as an assumption of any duty for the benefit of any third party.

III. INFORMATION OWNERSHIP

a. Ownership and Data Management:

Each Agency Party retains ownership and control of all information in its ALPR Repository. Each Agency Party is responsible for creating, updating, and deleting records in its ALPR Repository according to its own written policies and state law. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

b. Release of Information:

Agency Parties and Authorized Users shall release or make available information accessed from an ALPR Repository only to persons or entities authorized to receive ALPR information.

c. Unauthorized Requests:

If an Agency Party receives a request for information contained in an ALPR Repository by anyone who is not authorized to receive information from the ALPR Repository, that Agency Party shall refer the requester to the law enforcement agency that originated the information requested ("Source Agency").

d. Public Record Requests, Subpoenas and Court Orders:

An Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an ALPR Repository not authored by or originated by that agency shall respond in accordance with applicable law to the Legal Request, and shall promptly provide a copy of the Legal Request to the Source Agency.

IV. ACCURACY OF INFORMATION

a. Accuracy of Information:

Each Agency Party agrees shall use reasonable efforts to ensure that Plate Data and Hot List information in its ALPR Repository is accurate and complete. Agency Parties shall participate in periodic testing sessions to validate and ensure that their information is accurate. It shall be the responsibility of the Agency Parties requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b. Timeliness of Hot List Data:

Each Agency Party shall determine the frequency with which its Hot List Data will be refreshed. Since changes or additions to Hot List Data are not updated on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data. Agency Parties shall not store shared Hot List Data on any system for more than a 24 hour period without refreshing it.

c. Hold Harmless:

To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless from any claims, damages, or liabilities arising from the use of any information in an ALPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed, except in cases of willful misconduct or gross negligence by the Source Agency. This hold harmless provision is subject to the protections and liability limits of the GIA.

V. USER ACCESS

a. Login Application Process:

Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

b. Login Assignment:

Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Authorized Users may be assigned to access groups with varying levels of data access rights, determined by the sensitivity and restrictions of the information.

c. Termination of Logins:

Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this MOU, or are denied access by the Agency System Administrator for any other reason.

d. Intended Use:

Each Authorized User agrees that Plate Data and Hot List information and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purposes. Under this MOU, automatic license plate reader systems may only be used for purposes authorized under Utah Code.

e. Restrictions on Use of Logins: An Authorized User shall not access information in an ALPR Repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

f. Transaction Logging and Auditing:

Each transaction on an ALPR Repository is to be logged, and an audit trail created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of five years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time, in accordance with applicable law. The logs must contain the number of times a search of captured license plate data is conducted, the crime type, and incident number associated with each search of captured license plate data.

g. Written Policy Requirement:

Under this MOU, each Agency Party must agree to have a written policy regarding the use, management, and auditing of the automatic license plate reader system; posted and publicly available on the appropriate city, county, or state website; or posted on the Utah Public Notice Website if the law enforcement agency does not have access to a website.

VI. PROTECTION OF INFORMATION

a. Information Protection:

Information in an ALPR Repository are classified as protected records under the Utah Government Records Access and Management Act (Utah Code 63G-2-101 et seq., "GRAMA") and are not subject to public disclosure, except as otherwise required by law. Only Authorized Users are allowed to view and use the information in an ALPR Repository. Agency Parties shall maintain the confidentiality of ALPR data and implement safeguards to prevent unauthorized access or disclosure.

b. Request for ALPR Data by a Non-Law Enforcement Entity:

An Authorized User who receives a request from a non-law enforcement entity for information in an ALPR Repository shall not release that information, but may refer the requester to the Source Agency.

c. External Law Enforcement Requests:

An Authorized User who receives a request from a non-Agency Party law enforcement agency may provide assistance to that agency in accordance with the Agency Party's written policies and other applicable laws. Any disclosure shall be limited to purposes authorized by Utah Code § 41-6a-2003.

d. Retention and Destruction of Records: Agency Parties shall determine a schedule for record retention and deletion in accordance with state law and its written policies. Shared Hot List data shall not be stored for more than 24 hours without refreshing, as specified in Section IV(b).

VII. SYSTEM ACCESS

a. Network Access:

Access to Plate Data and Hot List information will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.

b. System Availability:

ALPR Repositories shall operate 24-hours a day, 7 days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. MOU TERMS

a. Term:

This MOU will commence on the date that it is executed by the Agency Party. It will terminate according to Section IX.

b. Amendments:

Any change in the terms of this MOU shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.

c. Controlling Law and Venue:

Any dispute that arises under or relates to this MOU (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by Utah laws.

d. Severability:

If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

e. Entire Agreement:

This MOU constitutes the entire agreement between the Agency Parties regarding ALPR data sharing and supersedes all prior ALRP MOU's or agreements between the Agency Parties.

IX. TERMINATION

An Agency Party may terminate their participation in this MOU or any part hereof upon giving the other Agency Parties at least thirty (30) days' written notice prior to the effective date of such termination, which date shall be specified in such notice. This MOU expires 5 years after it is signed by agency and may be renewed by consent of the parties in writing. Upon termination or expiration, the terminating Agency Party shall cease sharing and accessing ALPR data under this MOU and comply with data retention and destruction requirements per applicable law.

X. EXECUTION OF AGREEMENT

By executing this MOU, each Agency Party acknowledges that it has received a copy of this MOU and will comply with its terms and conditions. The person executing this MOU certifies that the person is authorized by their agency to execute this MOU and bind its agency to the terms herein. This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Utah Department of Public Safety

Signed Date:

Beau Mason, Commissioner

Utah Department of Public Safety

The original MOU has been approved by the Commissioner of Public Safety, Deputy Commissioner, legal counsel of the SIAC, and the director of the SIAC on May 4, 2023. This MOU may be duplicated without changes and approved by the Division Director. Amendments to this MOU may be requested and may be made upon approval in writing, but will require approval of legal counsel and the DPS Commissioner's office.

Utah Department of Public Safety

Signed Date:

Hanna Bennett, Director

Statewide Information and Analysis Center

Agency Info



Agency representative Signature

Signed Date:

Name Josh Owsen

Title Chief Deputy

Agency Weber County

Approved as to form and compliance with applicable law

Signature Date:

Name

Title

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Commissioner Froerer voted ____

Commissioner Harvey voted ____

Commissioner Bolos voted ____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor