

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 284-13

**AN ORDINANCE**

authorizing a cooperative agreement with Boone County, Missouri and the Boone County Sheriff's Department to govern the use, storage and disclosure of Automatic License Plate Recognition (ALPR) data; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County, Missouri and the Boone County Sheriff's Department to govern the use, storage and disclosure of Automatic License Plate Recognition (ALPR) data. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**COOPERATIVE AGREEMENT  
LICENSE PLATE RECOGNITION DATA**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2013, is entered into by and between Boone County, Missouri, the Boone County Sheriff's Department (hereinafter "County"), and the City of Columbia, Missouri (hereinafter "City" or "Agency"):

**WHEREAS**, County maintains data on its servers retrieved through its deployment of Automated License Plate Recognition (LPR) Equipment in accordance with the policies and procedures adopted by the Boone County Sheriff; and

**WHEREAS**, law enforcement activities can be enhanced through the appropriate use of said LPR data; and

**WHEREAS**, Agency has the technical ability to limit dissemination of LPR data to only those members of law enforcement given clearance to access said data by the Agency for legitimate, law-enforcement purposes.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **LPR DATA.** For purposes of this Agreement, LPR data is the electronic information stored on County-controlled computer equipment which can be accessed via the ELSAG Operational Center server software. (ELSAG is the manufacturer of the ALPR system operated by County.)
2. **PROVISION OF INFORMATION.** County agrees to provide access to its LPR data to Agency in order to allow Agency to inquire and update the "hot list" feature of the LPR system in accordance with the then-existing policies and procedures adopted by the Boone County Sheriff's Department. City agrees to provide the transitory data obtained via its mobile units to the County's servers on a regular schedule and further agrees that all data obtained by its mobile units shall be retained only for so long as is appropriate to ensure transmission to the County's servers.
3. **USE OF INFORMATION.** Agency agrees to use LPR data only to assist Agency with legitimate, law-enforcement activities and will not further disclose or reproduce said information to any third party. Agency agrees to restrict the updating of "hot list" data to only those Agency personnel trained on entering and updating "hot list" data. If Agency identifies LPR data that is relevant to a criminal investigation, Agency will cause a copy of that data to be made a part of its investigative file. Agency understands that data maintained on the LPR data servers will not be routinely flagged as part of any investigative file, and that any data that is to be part of an investigative file must be copied from the LPR data server and memorialized as part of that separate investigative file which is maintained by Agency.
4. **OWNERSHIP OF DATA.** At all times the LPR data maintained on County's servers shall remain the property of, and under the control of, County. All data obtained by City shall be transitory data and no data shall be maintained by City.
5. **SAFEGUARDING OF INFORMATION.** Agency agrees to use appropriate safeguards to prevent use or disclosure of the LPR data by anyone not associated with the Agency who does not have a legitimate, law-enforcement purpose and authority to access the same. Agency agrees to

report any unauthorized access to said LPR data to County within a reasonable time after learning of any such unauthorized access. Further, Agency agrees that it will not be maintaining any records by virtue of its operation of the mobile units, as all data obtained via said mobile units is transitory in nature as it will be transmitted to the County's servers as soon as is practicable.

6. **DATA ACCEPTED "AS IS".** Agency accepts the LPR data from County "as is" without warranty of any kind, either express or implied. County is under no obligation to provide maintenance of the LPR data, and shall not be responsible for providing maintenance or for informing Agency that maintenance has been performed on the LPR data, or that the information provided in the LPR data has been updated or in any fashion changed. The entire risk of the quality of the LPR data is with Agency.
7. **LPR POLICIES AND PROCEDURES.** Agency acknowledges and agrees that the Boone County Sheriff may revise its policies and procedures relating to LPR equipment and data, and that those revisions may impact on Agency's ability to access data or update "hot list" information under this Agreement.
8. **TERM.** The term of this Agreement shall begin immediately upon execution of the same for a period of one (1) year, and shall automatically renew for successive periods of one (1) year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least ninety (90) days in advance of the intended termination date.
9. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
10. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Agency. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
11. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
12. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
13. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
14. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

15. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written above.

**CITY OF COLUMBIA, MISSOURI**

**BOONE COUNTY, MISSOURI**

\_\_\_\_\_  
By: Mike Matthes, City Manager

\_\_\_\_\_  
By: Daniel K. Atwill, Presiding Commissioner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

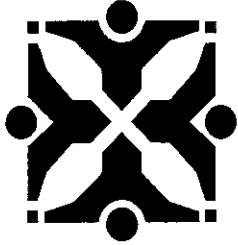
APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

\_\_\_\_\_  
C.J. Dykhouse, Boone County Counselor

**BOONE COUNTY SHERIFF'S  
DEPARTMENT**

\_\_\_\_\_  
By: Dwayne Carey, Sheriff



Source: Police Department

A handwritten signature in black ink, appearing to be 'K. B. B.'.

Agenda Item No:

To: City Council  
From: City Manager and Staff

Handwritten initials 'J/M' in black ink.

Council Meeting Date: Sep 16, 2013

Cooperative agreement with Boone County Sheriff's Department regarding Automatic License Plate  
**Re:** Recognition Data

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration a cooperative agreement with the Boone County Sheriff's Department to govern the ongoing use, storage and disclosure of Automatic License Plate Recognition (ALPR) data.

**DISCUSSION:**

ALPR (Automatic License Plate Recognition) data is the electronic information stored on Boone County-controlled computer equipment, which can be accessed via the ELSAG Operational Center server software by authorized users. (ELSAG is the manufacturer of the ALPR system utilized)

The ALPR data retrieved by the ALPR equipment deployed by the Columbia Police Department is stored on Boone County-controlled computer equipment and is the property of, and under control of, Boone County. All data obtained by the City of Columbia shall be transitory data and no data shall be maintained by the City of Columbia.

The Columbia Police Department agrees to use ALPR data only to assist the Columbia Police Department with legitimate, law-enforcement activities.

**FISCAL IMPACT:**

None

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

**SUGGESTED COUNCIL ACTIONS:**

Staff recommends acceptance of the cooperative agreement.

**FISCAL and VISION NOTES:**

<b>City Fiscal Impact</b> Enter all that apply		<b>Program Impact</b>		<b>Mandates</b>	
City's current net FY cost	\$0.00	New Program/Agency?		Federal or State mandated?	
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?		<b>Vision Implementation impact</b>	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?		Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		<b>Resources Required</b>		Vision Impact?	
One Time	\$0.00	Requires add'l FTE Personnel?		Primary Vision, Strategy and/or Goal Item #	
Operating/Ongoing	\$0.00	Requires add'l facilities?		Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?		Fiscal year implementation Task #	