The Commonwealth of Massachusetts
Department of State Police

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December 22, 2023

VIA ELECTRONIC MAIL: kcrockford@aclum.org
Kade Crockford, Director
ACLU of MA
One Center Plaza, Suite 850
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VIA ELECTRONIC MAIL: jlewis@aclum.org
Jessica Lewis, Esq.
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One Center Plaza, Suite 850
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RE: ALPR Records Request
P006028-081623

Dear Director Crockford and Attorney Lewis,

The Department of State Police (hereinafter "the Department") hereby responds to your public records request dated August 16, 2023 seeking the following documents related to the Department's use of automatic license plate readers (ALPR):

REQUESTS

(1) A copy of the records within the ALPR System or Database, with appropriate redactions to protect personal privacy. This request seeks without limitation an export, download, printout, or copy of the database to include the following information:

a) Total number of "hits" as of the date of production;
b) Total number of "reads" as of the date of production, including associated metadata
for each "read," with appropriate redactions to protect personal privacy;
c) Total number of cameras which feed into (or populate) the ALPR System or Database;
d) Locations of cameras which feed into (or populate) the ALPR System or Database;
e) Total number of "hits" per camera which feeds into (or populates) the ALPR System or Database.

(2) To the extent this information is not included in the response to request no. 1, records sufficient to show the total number of cameras which feed into (or populate) the ALPR System or Database.
(3) To the extent this information is not included in the response to request no. 1, records sufficient to show the locations of cameras which feed into (or populate) the ALPR System or Database.
(4) Record(s) defining the terms "hits" and "reads" as relates to information stored within the ALPR Database. See Exhibit C.
(5) Records showing how many times, by whom, and for what reasons the ALPR System or Database was queried. As used herein, "queried" is defined as use of the system to find information about a license plate number.
(6) Records, including communications, pertaining to the Commonwealth's implementation of the ruling in Commonwealth v. McCarthy, including any legal memoranda, guidance, policy
statements, procedures, meeting notes, or emails, that show how policies and practices were impacted or affected by the ruling.
(7) All audit logs documenting access and use of the ALPR database. This request includes information showing the date and time, event, user, and completion status. See Exhibit B at p. 2. This request expressly exempts the license plate number or other identifying information regarding the plate queried.
(8) Protocols, procedures, or guidelines related to transmission of information about ALPR use to defendants in criminal cases and/or district attorney offices.
(9) Records pertaining to any alleged or confirmed misuse or abuse of ALPR data, including but not limited to emails, memoranda, disciplinary records, audits, and complaints.
(10) All agreements or contracts related to sharing and/or accessing of ALPR data, including but not limited to memoranda of agreement and emails.
(11) A list of all authorized users of the ALPR system, including their names and the names of their employers.
(12) Records pertaining to companies that provide ALPR software, hardware, and data tools used or accessed by the MSP, including but not limited to contracts, agreements, descriptions of products, emails, brochures, marketing materials, training documents, and bids.

RESPONSES

REQUEST 1(a)
Enclosed please find graph of data responsive to the request.

REQUEST 1(b)
Enclosed please find graph of data responsive to the request.

REQUEST 1 (c)
Range 60-80 cameras.

REQUEST 1 (d)
The request is denied. The security exemption exempts from disclosure records "including but not limited to blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian,

subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety." The Supreme Judicial Court has determined that "[t]he touchstone of [whether records are exempt under exemption (n)] is whether, and to what degree, the record is one a terrorist 'would find useful to maximize damage' and in that sense jeopardize public safety. the second prong of exemption (n) probes the factual and contextual support for the proposition that disclosure of the record is 'likely to jeopardize public safety.'" PETA v. Dep't of Agric. Res., 477 Mass. 280, 289-290 (2017) (citation and footnote omitted). The Department has determined that the requested records relate to security and safety of persons and would reveal security measures and threat preparedness that a terrorist would find useful to maximize damage and, therefore, their release would likely jeopardize public safety.

Further, the record(s) you seek are not subject to public disclosure pursuant to G.L. c. 4, §7, cl. 26 (f), which specifically exempts from public disclosure investigatory materials necessarily compiled out of the public view by law enforcement or other investigatory officials the disclosure of which materials would probably so prejudice the possibility of effective law enforcement that such disclosure would not be in the public interest. See Bougas v. Chief of Police, 371 Mass. 59, 62 (1976). The disclosure of these records may reveal investigative techniques, sources and methods not subject to public release. The exemption's purpose is "the prevention of the disclosure of confidential investigative techniques, procedures, or sources of information." Globe Newspaper Co. v. Police Com'r of Bos., 419 Mass. 852, 859 (1995).

REQUEST 1(e)
After conducting a diligent search of its records, the Department was unable to locate any responsive records.

REQUEST 2
Range 60-80

REQUEST 3
The request is denied pursuant to G.L. c. 4, §7, cl. 26 (n). The security exemption exempts from disclosure records "including but not limited to blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian, subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety."

The Supreme Judicial Court has determined that "[t]he touchstone of [whether records are exempt under exemption (n)] is whether, and to what degree, the record is one a terrorist 'would find useful to maximize damage' and in that sense jeopardize public safety. the second prong of exemption (n) probes the factual and contextual support for the proposition that disclosure of the record is 'likely to jeopardize public safety.'" PETA v. Dept. of Agric. Res., 477 Mass. 280, 289-290 (2017) (citation and footnote omitted).

The Department has determined that the requested records are the exact type the statute aims to protect as relate to security and safety of persons and would reveal security measures and threat preparedness that a terrorist would find useful to maximize damage and, therefore, their release would likely jeopardize public safety. Revealing the locations of ALPR cameras would allow a terrorist or individual with criminal intent to circumvent security measures or allow individuals to

damage or otherwise interfere with the cameras individually or as a system thereby jeopardizing public safety and circumventing security measures and planning, and potentially damage or destroy infrastructure.

Further, the record(s) you seek are not subject to public disclosure pursuant to G.L. c. 4, §7, cl. 26 (f), which specifically exempts from public disclosure investigatory materials necessarily compiled out of the public view by law enforcement or other investigatory officials the disclosure of which materials would probably so prejudice the possibility of effective law enforcement that such disclosure would not be in the public interest. See Bougas v. Chief of Police, 371 Mass. 59, 62 (1976). Moreover,

REQUEST 4.
Enclosed please find responsive Department policies responsive to this request including Department policy TRF-11.

REQUEST 5
The request is denied. The request is denied pursuant to G.L. c. 4, §7, cl. 26 (n). The security exemption exempts from disclosure records "including but not limited to blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian, subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety."

The Supreme Judicial Court has determined that "[t]he touchstone of [whether records are exempt under exemption (n)] is whether, and to what degree, the record is one a terrorist 'would find useful to maximize damage' and in that sense jeopardize public safety. the second prong of exemption (n) probes the factual and contextual support for the proposition that disclosure of the record is 'likely to jeopardize public safety.'" PETA v. Dep't of Agriculture, 477 Mass. 280, 289-290 (2017) (citation and footnote omitted).

The Department has determined that the requested records relate to security and safety of persons and would reveal security measures and threat preparedness that a terrorist would find useful to maximize damage and, therefore, their release would likely jeopardize public safety.

In this instance revealing information regarding queries would reveal details relating to system access, capabilities, security measures, and potentially reveal the location of cameras and patterns of investigations. This information could be used by a terrorist to circumvent security measures by revealing sensitive details of the system and the ability to access data.

Further, the record(s) you seek are not subject to public disclosure at this time pursuant to G.L. c. 4, §7, cl. 26 (f), which specifically exempts from public disclosure investigatory materials necessarily compiled out of the public view by law enforcement or other investigatory officials the disclosure of which materials would probably so prejudice the possibility of effective law enforcement that such disclosure would not be in the public interest. See Bougas v. Chief of Police, 371 Mass. 59, 62 (1976). The disclosure of these records may reveal investigative techniques, sources and methods not subject to public release. The exemption's purpose is "the

prevention of the disclosure of confidential investigative techniques, procedures, or sources of information." Globe Newspaper Co. v. Police Com'r of Bos., 419 Mass. 852, 859 (1995).

REQUEST 6.
Enclosed please find TRF-11 at p. 4 "Legal Considerations." The Department is currently in the process of reviewing a voluminous number of emails to determine if any emails are responsive to this request and will supplement the response accordingly.

REQUEST 7.
The request is denied. The audit log is exempt from public disclosure pursuant to G.L. c. 4, § 7 clause 26(n) as it contains records that could jeopardize public safety or cyber security. The disclosure of database activity and user information specifically relates to the "blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation, cyber security or other infrastructure located within the commonwealth, the disclosure of which … is likely to jeopardize public safety or cyber security."

The audit log is also exempt from public disclosure under the investigatory exemption. G.L. c. 4, § 7 clause 26(f) contemplates that the success of law enforcement is predicated on the strength and reliability of its own techniques. Revealing the activity in the ALPR database by date, time and user would undermine law enforcement investigations and jeopardize law enforcement efforts where license plate information is of significant import.

The audit log is further exempt under G.L. c. 4, § 7 clause 26(b) because it concerns internal personnel rules and practices. See also 5 U.S.C. § 552(b)(2). The information requested contains internal matters the disclosure of which would risk the circumvention of statutes and/or regulations. Federal Exemption 2 encompasses protection of sensitive internal agency information where public dissemination of same would render the information operationally useless and create an end-run on ongoing law enforcement efforts. To this end, Exemption 2 is designed to prevent FOIA disclosure that would "benefit those attempting to violate the law and avoid detection." Crooker v. ATF, 670 F.2d 1051, 1054 (D.C. Cir. 1981) (en banc). As such, disclosure of this information would essentially frustrate the 'anti-circumvention' protections afforded under both state and federal law, which contemplate above all else the public safety interests at stake.

REQUEST 8
Enclosed please find responsive Department policies responsive to this request including Department policy TRF-11. The Department is currently in the process of reviewing a voluminous number of emails to determine if any emails are responsive to this request.

REQUEST 9
The Department was unable to identify any records responsive to this request.

REQUEST 10
After conducting a diligent search of its records, the Department is enclosing all MOU on record with the Department.

REQUEST 11.

Enclosed please find a current list of authorized individuals and their respective employees.

REQUEST 12.
Enclosed please find records of descriptions of products, brochures, marketing materials, training documents. The Department is currently in the process of reviewing a voluminous number of emails to determine if any emails are responsive to this request and will supplement the response accordingly.

The Department is also providing emails it deemed responsive to Requests 6, 9, 10, and 12 together with other document it believes are responsive to these request generally. The Department has not produced and/or redacted documents, photographs, and/or emails that expose locations of ALPR cameras, specific documents relating to a specific license plates or investigative efforts, and documents/emails relating to sensitive investigative techniques and procedures pursuant to G.L. c. 4, §7, cl. 26 (f)(investigatory exemption) and (n)(security of persons, systems or buildings).

The security exemption exempts from disclosure records "including but not limited to blueprints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the record custodian, subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety."

The Supreme Judicial Court has determined that "[t]he touchstone of [whether records are exempt under exemption (n)] is whether, and to what degree, the record is one a terrorist 'would find useful to maximize damage' and in that sense jeopardize public safety. the second prong of exemption (n) probes the factual and contextual support for the proposition that disclosure of the record is 'likely to jeopardize public safety.'"PETA v. Dep't of Agriculture, 477 Mass. 280, 289-290 (2017) (citation and footnote omitted).

The Department has determined that the requested records relate to security and safety of persons and would reveal security measures and threat preparedness that a terrorist would find useful to maximize damage and, therefore, their release would likely jeopardize public safety.

In this instance portions of the responsive emails contain details relating to the locations of ALPR cameras, details regarding the ALPR camera network and cybersecurity, login and password information, URLs and IP addresses, and photographs of sensitive infrastructure. The disclosure of any or all of this information could be used by a terrorist or other individual to directly damage the ALPR infrastructure or alternatively could be used in a cyber-attack to damage, disable, or otherwise interfere with the operation of the cameras or camera network or gain access to secure data.

As stated, the disclosure of these records may reveal investigative techniques, sources and methods not subject to public release. The exemption's purpose is "the prevention of the disclosure of confidential investigative techniques, procedures, or sources of information." Globe Newspaper Co. v. Police Com'r of Bos., 419 Mass. 852, 859 (1995).

As stated above, the Department research of emails from 2017, 2018, 2019 and 2020 is on-going. Given the extraordinary number of emails subject to assembly and review, the Department requires additional 30 days to produce responsive information. The Department reserves the right to supplement these responses at any time.

Your attention to this matter is appreciated.

Respectfully,

Sean W. Farrell
Office of the Chief Legal Counsel
Massachusetts State Police
(508) 820-2153

SWF/st
Attachments

Automatic License Plate Reader
Hit/Alert Confirmation Procedure

An ALPR alert does not by itself provide reasonable suspicion or probable cause to conduct a traffic stop or enforcement action. An ALPR alert acts as a "tip" to alert the member to a potential violation, and the "tip" must then be verified or corroborated.

Prior to initiation of a stop or enforcement action based upon an ALPR hit or alert, members shall confirm the hit or alert, which may include:

(1) **Verify the <u>plate</u>:**
Visually verify that the vehicle plate matches the ALPR system's OCR interpretation;

(2) **Verify the <u>state</u>:**
Visually verify that the state of the vehicle plate matches the state of the plate in the Hot List information; and

(3) **Verify the <u>status</u>:**
Verify the current status of the plate (e.g., is the vehicle still stolen or the subject still wanted?), through:

- Criminal Justice Information System(CJIS);
- National Crime Information Center (NCIC);
- Department's Records Management System (RMS); or
- Another appropriate source of data.

Automatic License Plate Reader
Hit/Alert Confirmation Procedure

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(1) *Verify the plate:*
Visually verify that the vehicle plate matches the ALPR system's OCR interpretation;

(2) *Verify the state:*
Visually verify that the state of the vehicle plate matches the state of the plate in the Hot List information; and

(3) *Verify the status:*
Verify the current status of the plate (e.g., is the vehicle still stolen or the subject still wanted?), through:

- Criminal Justice Information System (CJIS);
- National Crime Information Center (NCIC);
- Warrant Management System (WMS); or
- Another appropriate source of data.

Report/Documentation Guidelines

ALPR Equipped Cruisers: For cruisers equipped with on-board ALPR systems, stops of vehicles that were brought to the Trooper's attention by an ALPR hit or alert may be documented in a manner similar to the following:

"At approximately 1615 hours, I received an alert from my cruiser mounted license plate reader system that a stolen vehicle, a grey Toyota Rav4 bearing MA registration plate 123ABC, was traveling on Route 395 near my cruiser. To verify this information, I conducted a query of CJIS/RMV records and confirmed that this vehicle was actively listed as STOLEN. I then…"

Cruisers without ALPR: Stops of vehicles brought to the Trooper's attention by an ALPR hit or alert not from their own cruiser may be documented in a manner similar to the following:

"At approximately 1615 hours, I received a license plate reader alert that a stolen vehicle, a grey Toyota Rav4 bearing MA registration plate 123ABC, may be traveling on Route 290W in the Marlboro area. To verify this information, I conducted a query of CJIS/RMV records and determined that this vehicle was actively listed as STOLEN. At approximately 1620 hours, I observed this vehicle traveling westbound on Route 290 in Worcester. I then…"

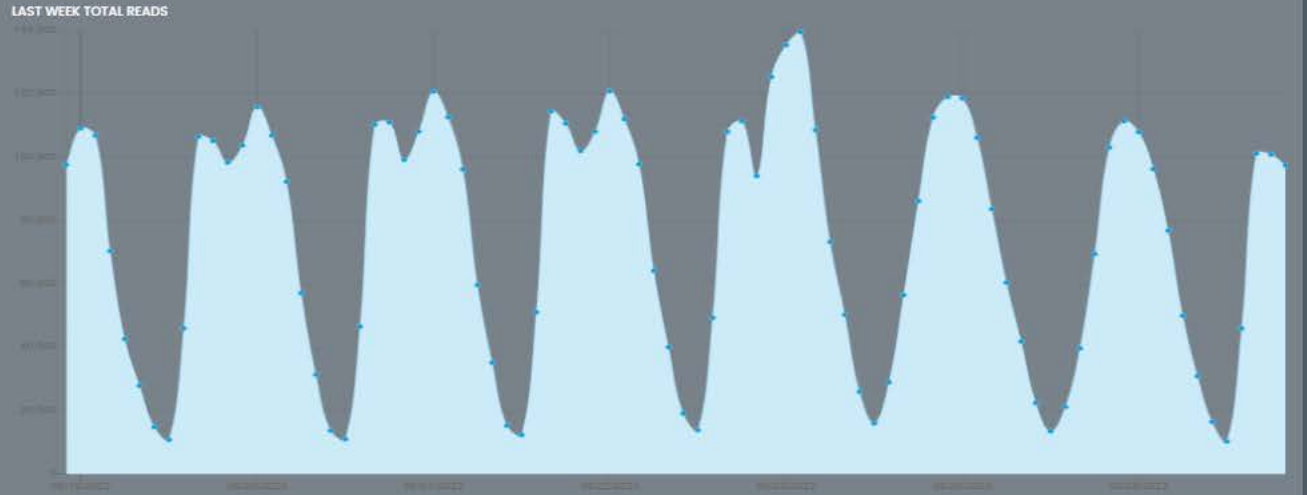
Dashboard

Massachusetts Host
MA
470 Worcester Road Framingham, MA 01702
Monday, September 25, 2023
16:56:45

TOTAL READS

309,897,428
Total System Reads

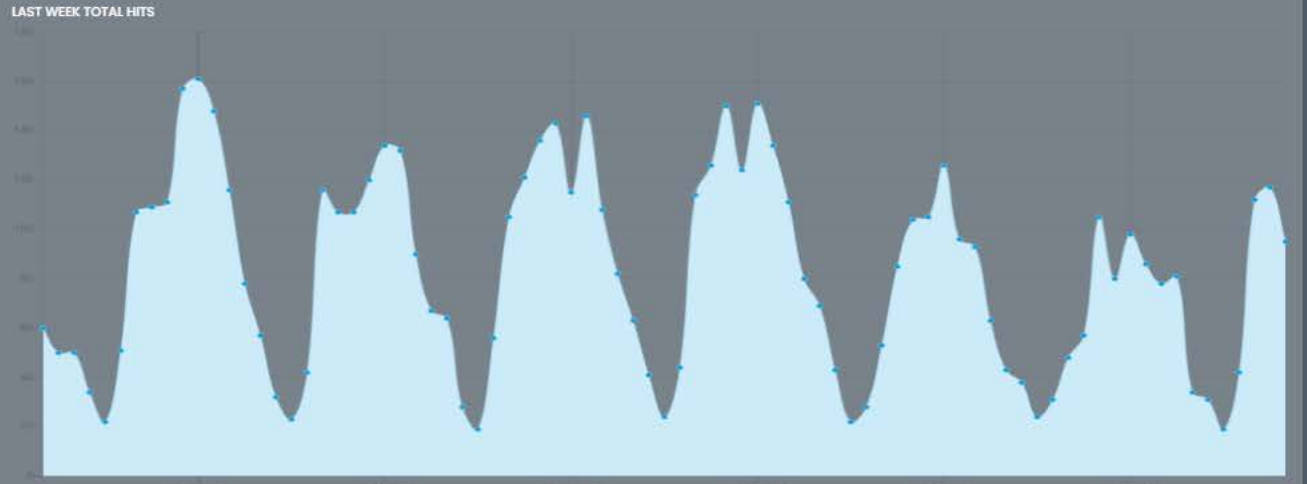
LAST WEEK TOTAL READS



TOTAL HITS

500,490
Total System Hits

LAST WEEK TOTAL HITS



Department of State Police
General Order

Effective Date:	Number:
June 27, 2023	**TRF-11**
Subject:	
Automatic License Plate Recognition	

Policy

The availability and use of Automatic License Plate Recognition (ALPR) technology provides opportunities to increase public and officer safety and to enhance the effectiveness of law enforcement agencies. The use of ALPR technology shall be approved by the Colonel/Superintendent or designee.

The Department shall only utilize ALPR technology in furtherance of official and legitimate law enforcement operations and public safety. All Department employees shall abide by the guidelines set forth herein when using ALPR systems.

Purpose

To establish guidelines and procedures for the proper use and application of ALPR technology within the Department of State Police, and to provide guidelines and principles for the collection, access, use, dissemination, and retention of ALPR information to ensure that this information is used only for legitimate law enforcement purposes and the privacy, civil rights, and civil liberties of individuals are not violated.

Definitions and Acronyms

Alert: A visual and/or auditory notice that is triggered when the ALPR system receives a potential hit on a license plate.

ALPR Data: Data generated by ALPR devices, including the license plates observed by the ALPR device, the date and time of reads, the ALPR device that sourced the reads, and related data.

Automatic License Plate Recognition (ALPR): Automatic license plate recognition (also commonly referred to as automated license plate reader) technology uses cameras to capture images of license plates and computer algorithms such as Optical Character Recognition (OCR) to convert the images to readable text data. ALPR systems can also compare the recognized license plates to Hot Lists such as Criminal Justice Information System (CJIS) and National Crime Information Center (NCIC) Hot File databases.

Exigent Circumstances: Emergency situations involving imminent and immediate threat to the safety, health, and well-being of an individual or the public based on specific, reasonable intelligence. Such emergency situations shall include, but are not limited to, terrorist threats, Amber Alerts, Silver Alerts, kidnappings, missing persons, and felons traveling to or from a crime scene.

Definitions and Acronyms, continued

Hit: A match between a license plate observed by an ALPR camera and a record maintained on a Hot List.

Hot List: License plate numbers of vehicles of interest, such as stolen vehicles or stolen plates, vehicles associated with missing or endangered persons, AMBER & Silver alerts, kidnappings, wanted fugitives, and others of specific interest to law enforcement that have a license plate number associated to them, including vehicles which are the subject of ongoing public safety or criminal investigations that are entered by the Department or an authorized officer.

Non-Departmental ALPR Systems: ALPR systems which are not managed, purchased, or subscribed to by the Department.

Optical Character Recognition (OCR): The technology that supports the automated reading and digitizing of images of license plates that are captured by the ALPR System.

Authorized Uses

This policy is provided to support authorized uses of ALPR information. Authorized uses shall include the following:

- Enhance the Department's AMBER/Silver and other law enforcement alerts programs, situation awareness, and real-time response capability by deploying ALPRs to more rapidly identify and locate vehicles related to potential child abductions, kidnappings, missing persons, or other emergency situations or serious crimes;
- Support the Department's homeland security mission through the investigation, prosecution, and prevention of terrorist incidents and the protection of critical infrastructure and locations that allow for travel and the free flow of commerce from subjects who intend to damage or disrupt the systems;
- Support law enforcement response to critical incidents and the protection of high-profile public events or locations which may be a potential target of a terrorist attack or mass-casualty incident;
- Protect the safety of the motoring public and alert law enforcement in real-time that a particular license plate (e.g., a stolen vehicle or a vehicle associated with a wanted individual) is in close proximity to an ALPR to dramatically reduce the recovery time of stolen vehicles, aid in the removal of unsafe vehicles and operators from the roadway, and assist in locating dangerous and wanted individuals;
- Support the Department's public safety mission through the investigation and prosecution of suspected criminal (including terrorist) incidents;
- The follow-up investigation of motor vehicle pursuits which have been terminated for public safety reasons or when an unlawfully fleeing subject escaped apprehension;
- Support local, state, federal, and tribal public safety agencies through the use of ALPR technology as allowed by this policy; and
- Support other lawful Department public safety operations, as directed by the Colonel/Superintendent or designee.

Prohibited Uses

The Department will prohibit access, use, or dissemination of ALPR information for:

- Any purpose that knowingly violates the Constitutions or laws of the United States or the Commonwealth of Massachusetts, including the protections of the Fourth Amendment;
- Based solely on an individual's or organization's religious, political, or social views or activities; their participation in a particular noncriminal organization or lawful event; or their race, ethnicity, citizenship, place of origin, age, disability, gender, gender identity, sexual orientation, or other classification protected by law;
- Non-law enforcement or personal purposes;
- The purpose of prohibiting, infringing upon, or deterring individual activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances;
- Harassing, targeting, and/or intimidating any individual or group by means of camera placement or data use in a discriminatory manner;
- The sole purpose of locating or removing persons due to their citizenship or immigration status; and
- Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.

ALPR Administrator

The Division Commander of the Division of Homeland Security and Preparedness shall:

- Designate a Commissioned or Non-Commissioned Officer as the ALPR Administrator; and
- Ensure the ALPR Administrator has oversight for the ALPR System deployment, operations, and maintenance.

The ALPR Administrator shall:

- Manage access to the ALPR system and conduct or authorize training for designated personnel in the use and operational protocols of the ALPR system;
- Coordinate with all Divisions and appropriate personnel to ensure that resources are available and deployed to meet Departmental needs;
- Maintain proficiency and familiarity with ALPR technology and systems, coordinate with other law enforcement agencies, and assist with investigations involving ALPR;
- Ensure that designated, trained personnel install equipment, check equipment on a regular basis to ensure functionality, and remove from service any equipment that falls outside expected functionality until deficiencies are corrected;
- Conduct testing and evaluation of ALPR systems and coordinate the purchase, deployment, and installation of ALPR systems and equipment;
- Conduct intermittent audits of ALPR system usage to ensure functionality and policy compliance; and
- Ensure that any substantive changes in policy or law are the subject of in-service training or bulletins.

Legal Considerations

In additional to the procedural safeguards outlined by this policy, members should conduct ALPR inquiries in the least intrusive manner as necessary and appropriate for the particular circumstances and should consider consulting with a prosecutor of jurisdiction regarding the potential need for legal process prior to accessing extensive or widespread ALPR data in active criminal investigations that do not involve exigent circumstances. See Commonwealth v. McCarthy, 484 Mass. 493 (2020).

Search Procedures

The Commonwealth Watch Center (CWC) and Commonwealth Fusion Center (CFC) shall serve as the primary ALPR resource for the Department. Search requests submitted to the CWC/CFC shall include, at a minimum:

- Case number or reference;
- Type of investigation or reason for request;
- Plate number(s) and vehicle description (if available);
- Requested search time period; and
- Requested search area (devices or region).

Searches of the ALPR system shall also observe the following guidelines:

- Properly complete justification fields;
- Limit search parameters to be reasonable and consistent with the geographic and temporal needs of the incident or investigation; and
- Document the parameters of the search.

The member who conducts or requests the search is responsible for ensuring that the procedures herein are followed. CWC/CFC may deny or refer to the ALPR Administrator any requests that they believe to be overly intrusive or otherwise inconsistent with law, policy, or best practices.

Manual Hot List Entries

Manual entries of a license plate onto a Hot List may include vehicles associated with:

- AMBER or Silver Alerts;
- Missing child, missing person, or kidnapping broadcasts or bulletins;
- Incapacitated or endangered persons;
- Be-On-Look-Out (BOLO) broadcasts or other public safety alerts;
- Investigation of terrorist or criminal offenses; or
- Wanted persons, arrest warrants, or search warrants.

Manual entries onto a Hot List shall be:

- Entered with the vehicle description, if available;
- Entered with a case number or reference;
- Updated or removed when information changes, is no longer current, or is no longer necessary or reasonable;
- Given special attention to rental and short-term use vehicles;
- Given special attention to incidents that may be quickly resolved;
- Entered with an automatic expiration date no longer than thirty (30) days; and
- Approved by a supervisor, except in exigent circumstances.

Manual Hot List Entries, continued

Designated and trained ALPR system users may conduct manual Hot List entries. All others should contact the Commonwealth Watch Center for assistance. The member who enters or requests a manual Hot List entry shall be responsible for ensuring that the information is removed per the guidelines above.

Mobile Operations

Department members operating a cruiser that is equipped with a mobile ALPR System shall:

- Ensure, at the start of each shift, that the ALPR system is activated and online, unless such use is incompatible with the member's duties at the time, the system is malfunctioning, or authorized by a supervisor;
- Ensure, upon activation of the ALPR system, that the ALPR system has been updated with the most current hot lists available;
- Verify, prior to use, the aim of the ALPR camera(s) to ensure it is focused on the correct lanes of traffic;
- Ensure ALPR equipment is cleaned and maintained according to the manufacturer's recommendations; and
- Notify the ALPR Administrator of any malfunctions promptly.

Hit/Alert Confirmation

Prior to initiation of a stop or enforcement action based upon an ALPR hit or alert, members shall confirm the hit or alert, to include:

- *Verify the plate:* Visually verify that the vehicle plate matches the ALPR system's interpretation;
- *Verify the state:* Visually verify that the state of the vehicle plate matches the state of the plate in the Hot List information; and
- *Verify the status:* Verify the current status of the plate that generated the hit/alert (e.g., is the vehicle still stolen), through:
    - Criminal Justice Information System (CJIS);
    - National Crime Information Center (NCIC);
    - Department's Records Management System (RMS); or
    - Another appropriate source of data.

Use of Non-Departmental ALPR Systems

In the course of their official duties, members may contact other law enforcement agencies to request assistance with information, records, or data from non-departmental ALPR systems.

Supervisors and analysts assigned to the Commonwealth Watch Center/Commonwealth Fusion Center and the ALPR Administrator may access non-departmental ALPR systems for official law enforcement purposes as authorized by this policy. Other members, through their position with the Department, shall not obtain accounts with non-departmental ALPR systems unless authorized by the Division Commander of the Division of Homeland Security and Preparedness.

Members shall be mindful that non-departmental ALPR systems may use different technology, retention, and quality assurance standards than the Department's ALPR system. Members shall be mindful to preserve, export, or obtain copies of records or reports that are of known relevance to an incident or investigation prior to the expiry of the records.

Requests for Equipment and Accounts

Requests for the deployment or issuance of ALPR equipment or system accounts shall be directed through channels to the ALPR Administrator.

The ALPR administrator will approve, deny, or forward requests for deployment, equipment, and accounts as authorized under this policy, based upon the state-wide needs of the ALPR program, the availability of suitable equipment and personnel, and/or as directed by the Division Commander of Homeland Security and Preparedness.

Data: PII, Sharing, and Retention

License plate numbers and date/time location records collected by an ALPR do not identify the individual operating or associated with a vehicle. Investigators may be able to link an individual to a vehicle through, or in combination with, additional information from other sources, such as a check of vehicle registration records or other investigative steps. It is thus the investigative process that may identify individuals and not solely a reliance on the information obtained from the ALPR system's automated observation of license plate characters. The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to identify a unique individual.

The Department and members shall not share ALPR data with or provide ALPR data to any person, entity, or agency, other than a law enforcement agency with an originating agency identifier (ORI) making a request for official purposes, unless such disclosure is authorized by law or court order or is required by rules of Massachusetts or federal courts governing discovery in criminal matters.

Data contained in the ALPR system may include data contributed by other law enforcement agencies. Agencies that are authorized to share data with the Department and/or access the Department's ALPR system shall be subject to the provisions of this policy or any superseding MOU or agreement in regard to use of the Department's ALPR system. Such outside agencies are responsible for their own designation, management, and supervision of that agency's system users, equipment, and any other systems or databases.

The ALPR system does not collect or retain video or audio recordings or intentional photographs of any individuals.

Retention of data shall be determined by the Department of Criminal Justice Information Services (DCJIS) policy. Members shall be mindful to preserve, export, or obtain copies of records or reports that are of known relevance to an investigation or prosecution prior to the expiry of the records.

Data: Quality Assurance

Original ALPR information will not be altered, changed, or modified in order to protect the integrity of the data. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.

The Department will correct, notate, delete, or refrain from using ALPR information the Department originated and found to be erroneous or deficient. Originating agencies external to the Department are responsible for reviewing the quality and accuracy of the ALPR information provided to the Department and must take reasonable steps to correct or amend the information upon learning that it is inaccurate or deficient. The Department will advise the appropriate points of contact, in writing or electronically, if the Department's ALPR data is found to be erroneous or deficient.

The Department will ensure that appropriate protocols are utilized by the ALPR system to allow for the verification of the accuracy of ALPR read times, which may include the use of a watermark or other observable system indicator. In the event that system time is not verifiably synchronized for a particular read, the reported time should be corroborated using other data or observations to ensure accuracy prior to use in an investigation or legal proceeding.

Data: Security & Audit

The following shall apply to ALPR system and information security:

- Access to the Department's ALPR system will be granted only to sworn or civilian personnel whose positions and job duties justify such access, who have successfully completed a pre-employment background check, and who have completed appropriate training as designated by the ALPR Administrator, to include discussion of best practices and privacy considerations;
- Usernames and passwords to the ALPR system are not transferrable, must not be shared by Department personnel, and must be kept confidential; the only exception to this requirement is for mobile ALPR systems in pool cruisers in use by outside agencies, in which case the credentials can be used to activate the in-car camera system only and not to access or search the database; in such case the agency must maintain another tracking mechanism to identify the specific system operator, if needed;
- Queries made to the Department's ALPR system will be logged into the system identifying the user initiating the query. All user access and queries, including participating agencies' access, are subject to monitoring, review, and audit at any time;
- Abuse of the Department's ALPR system will result in termination of system access and progressive disciplinary action; and
- The Department will ensure that ALPR data is stored in a secure manner, on CJIS-compliant systems or servers, in a manner that ensures that it cannot be added to, modified, accessed, or purged except by personnel authorized to take such actions.

Policy Review

Existing technology may progress, and new technology may develop, giving rise to both legal and technological changes. The Department will monitor and assess the appropriateness of this policy and make amendments as necessary.

The ALPR Administrator shall:

- Annually review this General Order and the procedures contained herein; and
- Make recommendations for any necessary amendments through channels to the Colonel/Superintendent or designee.

Reservations

These guidelines are set forth solely for the purpose of internal Department guidance. They are not intended to, do not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter, civil or criminal, nor do they place any limitation on otherwise lawful investigative and legal prerogatives of the Massachusetts State Police or the Commonwealth of Massachusetts.

References:

Commonwealth vs. McCarthy, 484 Mass. 493
Denise Green v. City and County of San Francisco, 751 F.3d 1039
United States v. Knotts, 460 U.S. 276
United States v. Wilcox, 415 F. App'x 990
United States v. Yang, 958 F.3d 851
MPAC 41.3.9

Promulgated By: John E. Mawn Jr., Colonel/Superintendent

Department of State Police
DIVISION COMMANDER'S ORDER

Issue Date **May 3, 2022**	**Number** **2022-DHS-002**
Subject: **Use of Non-Departmental ALPR Systems**	

The Division of Homeland Security and Preparedness is responsible for the administration of the Department's Automatic License Plate Recognition System (ALPR). The availability and use of ALPR technology provides opportunities to increase public and officer safety and to enhance the effectiveness of law enforcement agencies.

The Department shall only utilize ALPR technology in furtherance of official and legitimate law enforcement operations and public safety. The use of ALPR technology is governed by General Order TRF-11 "Automatic License Plate Recognition". In addition, the use of non-departmental ALPR systems shall be subject to the guidelines set forth in this Order until and unless superseded by General Order TRF-11.

In the course of their official duties, members may contact other law enforcement agencies to request assistance with information, records, or data from non-departmental ALPR systems.

Lieutenants and supervisory analysts assigned to the Commonwealth Watch Center/Commonwealth Fusion Center and the ALPR Administrator may access accounts with non-departmental ALPR systems for official law enforcement purposes as authorized by General Order TRF-11.

Other members, through their position with the Department, shall not obtain accounts with non-departmental ALPR systems unless authorized by the Division Commander of the Division of Homeland Security and Preparedness.

Members shall be mindful that non-departmental ALPR systems may use different technology and quality assurance standards than the Department's ALPR system.

Christopher T. Wilcox
Lieutenant Colonel
Division of Homeland Security and Preparedness

Department of State Police
DIVISION COMMANDER'S ORDER

Issue Date	**Number**
September 13, 2023	**2023-DHS-015**
Subject: **ALPR Data Retention & Access**	

The Division of Homeland Security and Preparedness is responsible for the administration of the Department's Automatic License Plate Recognition (ALPR) system. The availability and use of ALPR technology significantly enhances public safety by augmenting the operational and investigative effectiveness of law enforcement agencies.

The use of ALPR technology is governed by General Order TRF-11 "Automatic License Plate Recognition". In addition, the use of ALPR systems shall be subject to the guidelines set forth in this Order unless superseded by General Order TRF-11.

Pursuant to General Order TRF-11, the retention of ALPR data collected by the Department shall be determined by the Department of Criminal Justice Information Services (DCJIS) policy. Furthermore, ALPR systems operated by the Department shall be configured to restrict data visibility for a maximum duration of sixty (60) days from the date of the initial request.

Users requesting to access records beyond sixty (60) days, shall contact the Commonwealth Watch Center, the ALPR Administrator, or other administrator authorized by the Division Commander of Homeland Security and Preparedness. The request will be reviewed on a case-by-case basis. In the absence of exigent circumstances, the user may be required to revise their request, consult with a District Attorney's Office of jurisdiction, or to submit legal process to obtain the requested records.

Mark D. Cyr
Lieutenant Colonel
Division of Homeland Security and Preparedness

Department of State Police
General Order

Effective Date:	Number:
June 27, 2023	**TRF-11**
Subject:	
Automatic License Plate Recognition	

Policy

The availability and use of Automatic License Plate Recognition (ALPR) technology provides opportunities to increase public and officer safety and to enhance the effectiveness of law enforcement agencies. The use of ALPR technology shall be approved by the Colonel/Superintendent or designee.

The Department shall only utilize ALPR technology in furtherance of official and legitimate law enforcement operations and public safety. All Department employees shall abide by the guidelines set forth herein when using ALPR systems.

Purpose

To establish guidelines and procedures for the proper use and application of ALPR technology within the Department of State Police, and to provide guidelines and principles for the collection, access, use, dissemination, and retention of ALPR information to ensure that this information is used only for legitimate law enforcement purposes and the privacy, civil rights, and civil liberties of individuals are not violated.

Definitions and Acronyms

Alert: A visual and/or auditory notice that is triggered when the ALPR system receives a potential hit on a license plate.

ALPR Data: Data generated by ALPR devices, including the license plates observed by the ALPR device, the date and time of reads, the ALPR device that sourced the reads, and related data.

Automatic License Plate Recognition (ALPR): Automatic license plate recognition (also commonly referred to as automated license plate reader) technology uses cameras to capture images of license plates and computer algorithms such as Optical Character Recognition (OCR) to convert the images to readable text data. ALPR systems can also compare the recognized license plates to Hot Lists such as Criminal Justice Information System (CJIS) and National Crime Information Center (NCIC) Hot File databases.

Exigent Circumstances: Emergency situations involving imminent and immediate threat to the safety, health, and well-being of an individual or the public based on specific, reasonable intelligence. Such emergency situations shall include, but are not limited to, terrorist threats, Amber Alerts, Silver Alerts, kidnappings, missing persons, and felons traveling to or from a crime scene.

Definitions and Acronyms, continued

Hit: A match between a license plate observed by an ALPR camera and a record maintained on a Hot List.

Hot List: License plate numbers of vehicles of interest, such as stolen vehicles or stolen plates, vehicles associated with missing or endangered persons, AMBER & Silver alerts, kidnappings, wanted fugitives, and others of specific interest to law enforcement that have a license plate number associated to them, including vehicles which are the subject of ongoing public safety or criminal investigations that are entered by the Department or an authorized officer.

Non-Departmental ALPR Systems: ALPR systems which are not managed, purchased, or subscribed to by the Department.

Optical Character Recognition (OCR): The technology that supports the automated reading and digitizing of images of license plates that are captured by the ALPR System.

Authorized Uses

This policy is provided to support authorized uses of ALPR information. Authorized uses shall include the following:

- Enhance the Department's AMBER/Silver and other law enforcement alerts programs, situation awareness, and real-time response capability by deploying ALPRs to more rapidly identify and locate vehicles related to potential child abductions, kidnappings, missing persons, or other emergency situations or serious crimes;
- Support the Department's homeland security mission through the investigation, prosecution, and prevention of terrorist incidents and the protection of critical infrastructure and locations that allow for travel and the free flow of commerce from subjects who intend to damage or disrupt the systems;
- Support law enforcement response to critical incidents and the protection of high-profile public events or locations which may be a potential target of a terrorist attack or mass-casualty incident;
- Protect the safety of the motoring public and alert law enforcement in real-time that a particular license plate (e.g., a stolen vehicle or a vehicle associated with a wanted individual) is in close proximity to an ALPR to dramatically reduce the recovery time of stolen vehicles, aid in the removal of unsafe vehicles and operators from the roadway, and assist in locating dangerous and wanted individuals;
- Support the Department's public safety mission through the investigation and prosecution of suspected criminal (including terrorist) incidents;
- The follow-up investigation of motor vehicle pursuits which have been terminated for public safety reasons or when an unlawfully fleeing subject escaped apprehension;
- Support local, state, federal, and tribal public safety agencies through the use of ALPR technology as allowed by this policy; and
- Support other lawful Department public safety operations, as directed by the Colonel/Superintendent or designee.

Prohibited Uses

The Department will prohibit access, use, or dissemination of ALPR information for:

- Any purpose that knowingly violates the Constitutions or laws of the United States or the Commonwealth of Massachusetts, including the protections of the Fourth Amendment;
- Based solely on an individual's or organization's religious, political, or social views or activities; their participation in a particular noncriminal organization or lawful event; or their race, ethnicity, citizenship, place of origin, age, disability, gender, gender identity, sexual orientation, or other classification protected by law;
- Non-law enforcement or personal purposes;
- The purpose of prohibiting, infringing upon, or deterring individual activities protected by the First Amendment, such as freely practicing one's religion, freedom of speech and peaceful assembly, freedom of the press, and the right to petition the government for the redress of grievances;
- Harassing, targeting, and/or intimidating any individual or group by means of camera placement or data use in a discriminatory manner;
- The sole purpose of locating or removing persons due to their citizenship or immigration status; and
- Any other access, use, disclosure, or retention that would violate applicable law, regulation, or policy.

ALPR Administrator

The Division Commander of the Division of Homeland Security and Preparedness shall:

- Designate a Commissioned or Non-Commissioned Officer as the ALPR Administrator; and
- Ensure the ALPR Administrator has oversight for the ALPR System deployment, operations, and maintenance.

The ALPR Administrator shall:

- Manage access to the ALPR system and conduct or authorize training for designated personnel in the use and operational protocols of the ALPR system;
- Coordinate with all Divisions and appropriate personnel to ensure that resources are available and deployed to meet Departmental needs;
- Maintain proficiency and familiarity with ALPR technology and systems, coordinate with other law enforcement agencies, and assist with investigations involving ALPR;
- Ensure that designated, trained personnel install equipment, check equipment on a regular basis to ensure functionality, and remove from service any equipment that falls outside expected functionality until deficiencies are corrected;
- Conduct testing and evaluation of ALPR systems and coordinate the purchase, deployment, and installation of ALPR systems and equipment;
- Conduct intermittent audits of ALPR system usage to ensure functionality and policy compliance; and
- Ensure that any substantive changes in policy or law are the subject of in-service training or bulletins.

Legal Considerations

In additional to the procedural safeguards outlined by this policy, members should conduct ALPR inquiries in the least intrusive manner as necessary and appropriate for the particular circumstances and should consider consulting with a prosecutor of jurisdiction regarding the potential need for legal process prior to accessing extensive or widespread ALPR data in active criminal investigations that do not involve exigent circumstances. See Commonwealth v. McCarthy, 484 Mass. 493 (2020).

Search Procedures

The Commonwealth Watch Center (CWC) and Commonwealth Fusion Center (CFC) shall serve as the primary ALPR resource for the Department. Search requests submitted to the CWC/CFC shall include, at a minimum:

- Case number or reference;
- Type of investigation or reason for request;
- Plate number(s) and vehicle description (if available);
- Requested search time period; and
- Requested search area (devices or region).

Searches of the ALPR system shall also observe the following guidelines:

- Properly complete justification fields;
- Limit search parameters to be reasonable and consistent with the geographic and temporal needs of the incident or investigation; and
- Document the parameters of the search.

The member who conducts or requests the search is responsible for ensuring that the procedures herein are followed. CWC/CFC may deny or refer to the ALPR Administrator any requests that they believe to be overly intrusive or otherwise inconsistent with law, policy, or best practices.

Manual Hot List Entries

Manual entries of a license plate onto a Hot List may include vehicles associated with:

- AMBER or Silver Alerts;
- Missing child, missing person, or kidnapping broadcasts or bulletins;
- Incapacitated or endangered persons;
- Be-On-Look-Out (BOLO) broadcasts or other public safety alerts;
- Investigation of terrorist or criminal offenses; or
- Wanted persons, arrest warrants, or search warrants.

Manual entries onto a Hot List shall be:

- Entered with the vehicle description, if available;
- Entered with a case number or reference;
- Updated or removed when information changes, is no longer current, or is no longer necessary or reasonable;
- Given special attention to rental and short-term use vehicles;
- Given special attention to incidents that may be quickly resolved;
- Entered with an automatic expiration date no longer than thirty (30) days; and
- Approved by a supervisor, except in exigent circumstances.

Manual Hot List Entries, continued

Designated and trained ALPR system users may conduct manual Hot List entries. All others should contact the Commonwealth Watch Center for assistance. The member who enters or requests a manual Hot List entry shall be responsible for ensuring that the information is removed per the guidelines above.

Mobile Operations

Department members operating a cruiser that is equipped with a mobile ALPR System shall:

- Ensure, at the start of each shift, that the ALPR system is activated and online, unless such use is incompatible with the member's duties at the time, the system is malfunctioning, or authorized by a supervisor;
- Ensure, upon activation of the ALPR system, that the ALPR system has been updated with the most current hot lists available;
- Verify, prior to use, the aim of the ALPR camera(s) to ensure it is focused on the correct lanes of traffic;
- Ensure ALPR equipment is cleaned and maintained according to the manufacturer's recommendations; and
- Notify the ALPR Administrator of any malfunctions promptly.

Hit/Alert Confirmation

Prior to initiation of a stop or enforcement action based upon an ALPR hit or alert, members shall confirm the hit or alert, to include:

- *Verify the plate:* Visually verify that the vehicle plate matches the ALPR system's interpretation;
- *Verify the state:* Visually verify that the state of the vehicle plate matches the state of the plate in the Hot List information; and
- *Verify the status:* Verify the current status of the plate that generated the hit/alert (e.g., is the vehicle still stolen), through:
    - Criminal Justice Information System (CJIS);
    - National Crime Information Center (NCIC);
    - Department's Records Management System (RMS); or
    - Another appropriate source of data.

Use of Non-Departmental ALPR Systems

In the course of their official duties, members may contact other law enforcement agencies to request assistance with information, records, or data from non-departmental ALPR systems.

Supervisors and analysts assigned to the Commonwealth Watch Center/Commonwealth Fusion Center and the ALPR Administrator may access non-departmental ALPR systems for official law enforcement purposes as authorized by this policy. Other members, through their position with the Department, shall not obtain accounts with non-departmental ALPR systems unless authorized by the Division Commander of the Division of Homeland Security and Preparedness.

Members shall be mindful that non-departmental ALPR systems may use different technology, retention, and quality assurance standards than the Department's ALPR system. Members shall be mindful to preserve, export, or obtain copies of records or reports that are of known relevance to an incident or investigation prior to the expiry of the records.

Requests for Equipment and Accounts

Requests for the deployment or issuance of ALPR equipment or system accounts shall be directed through channels to the ALPR Administrator.

The ALPR administrator will approve, deny, or forward requests for deployment, equipment, and accounts as authorized under this policy, based upon the state-wide needs of the ALPR program, the availability of suitable equipment and personnel, and/or as directed by the Division Commander of Homeland Security and Preparedness.

Data: PII, Sharing, and Retention

License plate numbers and date/time location records collected by an ALPR do not identify the individual operating or associated with a vehicle. Investigators may be able to link an individual to a vehicle through, or in combination with, additional information from other sources, such as a check of vehicle registration records or other investigative steps. It is thus the investigative process that may identify individuals and not solely a reliance on the information obtained from the ALPR system's automated observation of license plate characters. The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to identify a unique individual.

The Department and members shall not share ALPR data with or provide ALPR data to any person, entity, or agency, other than a law enforcement agency with an originating agency identifier (ORI) making a request for official purposes, unless such disclosure is authorized by law or court order or is required by rules of Massachusetts or federal courts governing discovery in criminal matters.

Data contained in the ALPR system may include data contributed by other law enforcement agencies. Agencies that are authorized to share data with the Department and/or access the Department's ALPR system shall be subject to the provisions of this policy or any superseding MOU or agreement in regard to use of the Department's ALPR system. Such outside agencies are responsible for their own designation, management, and supervision of that agency's system users, equipment, and any other systems or databases.

The ALPR system does not collect or retain video or audio recordings or intentional photographs of any individuals.

Retention of data shall be determined by the Department of Criminal Justice Information Services (DCJIS) policy. Members shall be mindful to preserve, export, or obtain copies of records or reports that are of known relevance to an investigation or prosecution prior to the expiry of the records.

Data: Quality Assurance

Original ALPR information will not be altered, changed, or modified in order to protect the integrity of the data. Any changes will be maintained as a separate and additional record, and such record will be identified as having been modified.

The Department will correct, notate, delete, or refrain from using ALPR information the Department originated and found to be erroneous or deficient. Originating agencies external to the Department are responsible for reviewing the quality and accuracy of the ALPR information provided to the Department and must take reasonable steps to correct or amend the information upon learning that it is inaccurate or deficient. The Department will advise the appropriate points of contact, in writing or electronically, if the Department's ALPR data is found to be erroneous or deficient.

The Department will ensure that appropriate protocols are utilized by the ALPR system to allow for the verification of the accuracy of ALPR read times, which may include the use of a watermark or other observable system indicator. In the event that system time is not verifiably synchronized for a particular read, the reported time should be corroborated using other data or observations to ensure accuracy prior to use in an investigation or legal proceeding.

Data: Security & Audit

The following shall apply to ALPR system and information security:

- Access to the Department's ALPR system will be granted only to sworn or civilian personnel whose positions and job duties justify such access, who have successfully completed a pre-employment background check, and who have completed appropriate training as designated by the ALPR Administrator, to include discussion of best practices and privacy considerations;
- Usernames and passwords to the ALPR system are not transferrable, must not be shared by Department personnel, and must be kept confidential; the only exception to this requirement is for mobile ALPR systems in pool cruisers in use by outside agencies, in which case the credentials can be used to activate the in-car camera system only and not to access or search the database; in such case the agency must maintain another tracking mechanism to identify the specific system operator, if needed;
- Queries made to the Department's ALPR system will be logged into the system identifying the user initiating the query. All user access and queries, including participating agencies' access, are subject to monitoring, review, and audit at any time;
- Abuse of the Department's ALPR system will result in termination of system access and progressive disciplinary action; and
- The Department will ensure that ALPR data is stored in a secure manner, on CJIS-compliant systems or servers, in a manner that ensures that it cannot be added to, modified, accessed, or purged except by personnel authorized to take such actions.

Policy Review

Existing technology may progress, and new technology may develop, giving rise to both legal and technological changes. The Department will monitor and assess the appropriateness of this policy and make amendments as necessary.

The ALPR Administrator shall:

- Annually review this General Order and the procedures contained herein; and
- Make recommendations for any necessary amendments through channels to the Colonel/Superintendent or designee.

Reservations

These guidelines are set forth solely for the purpose of internal Department guidance. They are not intended to, do not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter, civil or criminal, nor do they place any limitation on otherwise lawful investigative and legal prerogatives of the Massachusetts State Police or the Commonwealth of Massachusetts.

References:

Commonwealth vs. McCarthy, 484 Mass. 493
Denise Green v. City and County of San Francisco, 751 F.3d 1039
United States v. Knotts, 460 U.S. 276
United States v. Wilcox, 415 F. App'x 990
United States v. Yang, 958 F.3d 851
MPAC 41.3.9

Promulgated By: John E. Mawn Jr., Colonel/Superintendent

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 28 day of July 2022 by and between the **Department of State Police**, hereinafter referred to as "Department," and the **Attleboro Police Department**, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Kyle P. Heagney

Colonel Christopher S. Mason
Massachusetts State Police

Representative:
Agency:

2-13-23
Date

July 28, 2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 23 day of March, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the

Barnstable Police Department,

a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative: Matthew Sonnabend, Chief
Agency: Barnstable Police Department

3/23/2022
Date March 23, 2022

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 30 day of MAY, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the Braintree Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

7/13/23
Date

Representative: Mark Dubois
Agency: Braintree Police Dept

05/30/23
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 3rd day of May, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the Chicopee Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

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limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

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8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

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11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

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12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

5/17/23
Date

Representative: Deputy Chief Eric Watson
Agency:

5/3/23
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 29TH day of MARCH, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the DENNIS POLICE DEPARTMENT, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

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4. IMPLEMENTATION OF POLICY:

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5. BENEFITS TO AGENCY:

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Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

CHIEF JOHN BRADY
Representative:
Agency: DENNIS POLICE

3/29/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this **1st day of September, 2022** by and between the Department of State Police, hereinafter referred to as "Department," and the **Methuen Police Department**, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative:
Agency:

09/01/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 28 day of July 2022 by and between the **Department of State Police**, hereinafter referred to as "Department," and the **Attleboro Police Department**, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Kyle P. Heagney

Colonel Christopher S. Mason
Massachusetts State Police

Representative:
Agency:

2-13-23
Date

July 28, 2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 23 day of March, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the

Barnstable Police Department,

a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative: Matthew Sonnabend, Chief
Agency: Barnstable Police Department

3/23/2022
Date March 23, 2022

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 30 day of MAY, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the Braintree Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

7/13/23
Date

Representative: Mark Dubois
Agency: Braintree Police Dept

05/30/23
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 3rd day of May, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the Chicopee Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

5/17/23
Date

Representative: Deputy Chief Eric Watson
Agency:

5/3/23
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 29TH day of MARCH, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the DENNIS POLICE DEPARTMENT, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

CHIEF JOHN BRADY
Representative:
Agency: DENNIS POLICE

3/29/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this **1st day of September, 2022** by and between the Department of State Police, hereinafter referred to as "Department," and the **Methuen Police Department**, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative:
Agency:

09/01/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this _31_____ day of __May_____, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the

___Raynham Police Department_____,
a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-17-22
Date

Representative:
Agency:

05/31/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 7th day of June, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the Seekonk Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative:
Agency:

6/7/22
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this _____ day of April , 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the City of Springfield, MA, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency has verified that it has adopted its own policy regarding the ALPR system, GO 16-03, dated 3/21/2016. The Agency shall, within 30 days of execution of this Agreement, acknowledge that it has reviewed the Department's General Order TRF-11 as the Department's policy and procedure document that governs the Department's use of its ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees that, in the event of any conflict or inconsistency between the provisions, terms and/or conditions of GO 16-03 and the provisions, terms and/or conditions of the Department's General Order TRF-11, the provisions, terms and/or conditions of the Department's General Order TRF-11 shall prevail. The Parties agree to timely inform each other of any updates or modifications to General Order TRF-11or to GO 16-03. The Department shall notify the agency of any changes and/or updates to General Order TRF-11 in a timely manner.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to

the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. HOLD HARMLESS:

Parties shall hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or

omissions of the Party signing this Agreement, its officers, agents, or employees arising out of or incidental to its performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency holds the Department harmless from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further holds the Department harmless from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further holds the Department harmless from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order. To be clear, no waiver of the provisions of Mass. Gen. Laws ch. 258 is intended or implied by this Agreement.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Col. [signature]
Colonel John E. Mawn, Jr.
Massachusetts State Police
Date signed: 5/1/23

Cheryl C. Clapprood
Police Superintendent
Cheryl C. Clapprood
Springfield Police Department
Date signed: 4/19/23

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this Twenty-Third day of March, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the City of Taunton – Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

4/13/23
Date

Representative: Edward J. Walsh, Chief
Agency: Taunton Police Department

03/28/2023
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 29 day of MARCH, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the

YARMOUTH POLICE DEPARTMENT,

a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Col. JSM #2402
Colonel John E. Mawn, Jr.
Massachusetts State Police

4/13/23
Date

Chief Kevin Lennon
Yarmouth Police Department

3/29/23
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this _31_____ day of __May_____, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the

___Raynham Police Department_____,
a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not

limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-20
Date

Representative:
Agency:

05/31/2022
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 7th day of June, 2022 by and between the Department of State Police, hereinafter referred to as "Department," and the Seekonk Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel Christopher S. Mason
Massachusetts State Police

2-13-23
Date

Representative:
Agency:

6/7/22
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this _____ day of April , 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the City of Springfield, MA, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency has verified that it has adopted its own policy regarding the ALPR system, GO 16-03, dated 3/21/2016. The Agency shall, within 30 days of execution of this Agreement, acknowledge that it has reviewed the Department's General Order TRF-11 as the Department's policy and procedure document that governs the Department's use of its ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees that, in the event of any conflict or inconsistency between the provisions, terms and/or conditions of GO 16-03 and the provisions, terms and/or conditions of the Department's General Order TRF-11, the provisions, terms and/or conditions of the Department's General Order TRF-11 shall prevail. The Parties agree to timely inform each other of any updates or modifications to General Order TRF-11or to GO 16-03. The Department shall notify the agency of any changes and/or updates to General Order TRF-11 in a timely manner.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to

the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. HOLD HARMLESS:

Parties shall hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or

omissions of the Party signing this Agreement, its officers, agents, or employees arising out of or incidental to its performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency holds the Department harmless from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further holds the Department harmless from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further holds the Department harmless from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order. To be clear, no waiver of the provisions of Mass. Gen. Laws ch. 258 is intended or implied by this Agreement.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Col. [signature]
Colonel John E. Mawn, Jr.
Massachusetts State Police
Date signed: 5/1/23

Cheryl C. Clapprood
Police Superintendent
Cheryl C. Clapprood
Springfield Police Department
Date signed: 4/19/23

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this Twenty-Third day of March, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the City of Taunton – Police Department, a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

The Agency shall, within 30 days of execution of this Agreement, adopt the Department's General Order TRF-11 as the policy and procedure document that will govern the Agency's use of and interaction with the Department's ALPR system. The Agency agrees that it has been provided with physical or electronic copy of General Order TRF-11, has had sufficient time to read, review, and understand the document in its entirety, and agrees to be bound by the provisions contained therein. The Department agrees to inform the Agency of any updates or modifications to General Order TRF-11, and the Agency understands and agrees that any updates to General Order TRF-11 will be binding upon the Agency unless the Agency elects to terminate the Agreement and withdraw from participation in the Department's ALPR system.

5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

6. RECORDS AND REPORTS:

The Department protects all ALPR information as personally identifiable information (PII) because ALPR information may be combined with other information to specifically identify a unique individual. As such, all information retained in the Department's ALPR system is the sole property of the Department. The Agency agrees that information stored in the ALPR system for the Agency may be subject to disclosure under certain circumstances. The Agency will refer to the Department for review all information requests for Agency information, including, but not limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses.

The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

All ALPR information obtained by the Agency from the Department's ALPR system shall be retained pursuant to the Department's General Order TRF-11.

8. AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement and shall not be effective until approved in writing by the Parties. A joint review of this Agreement may be requested at any time by either of the Parties to identify needed changes, which may be amended by written mutual agreement of the Parties.

9. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the Agreement at any time by giving written notice to the other Parties at least thirty (30) days prior to the effective date of termination. The Agreement may also be terminated by the Department without prior notice to the Agency in the event of executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. In the event of such termination, the Department will notify the Agency as soon as practicable.

10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the

acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Colonel John E. Mawn, Jr.
Massachusetts State Police

4/13/23
Date

Representative: Edward J. Walsh, Chief
Agency: Taunton Police Department

03/28/2023
Date

Massachusetts Department of State Police
Automated License Plate Recognition (ALPR) System
Memorandum of Understanding and Agreement

THIS AGREEMENT, made and entered into this 29 day of MARCH, 2023 by and between the Department of State Police, hereinafter referred to as "Department," and the

YARMOUTH POLICE DEPARTMENT,

a public entity, hereinafter referred to as "Agency," collectively referred to as "Parties."

WHEREAS, the Department contracts the services of one or more vendors to host an Automated License Plate Recognition (ALPR) database to store ALPR data; and

WHEREAS, the Parties provide public safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to public safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the ALPR system contracted and managed by the Department to facilitate the storage of ALPR information generated by the Agency; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of storage, retention, sharing, and access of ALPR data between the Department and Public Safety Agencies hosting ALPR data on the Department's ALPR system.

2. COSTS:

The Department shall be responsible for the costs of purchasing and maintaining the ALPR system as long as such funding is available to the Department and authorized by the appropriate authorities of the Commonwealth. Participating agencies shall be responsible for the costs of purchasing, servicing, maintaining, repairing, and/or licensing the ALPR equipment used by their respective agency. The Department shall not be responsible for any costs incurred by the Agency for the purchasing, servicing, maintaining, repairing, and/or licensing of the ALPR equipment owned or used by the Agency. The Agency shall inspect the Agency's ALPR equipment on a regular basis and document each inspection. Any irregularities or malfunctions of any ALPR equipment owned by the Agency or of any ALPR information shall be reported to the Department immediately and shall be addressed and repaired by the Agency as soon as reasonably possible.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

a. System Availability: The Department will work with the vendor(s) to keep the ALPR system software and servers online and available with downtime limited to necessary system maintenance activities or to any outages that are beyond the control of the Department.

b. Data Sharing: ALPR data contributed by the Agency will be accessible for official purposes to all Agencies that have entered into an ALPR Agreement with the Department. The Agency shall not otherwise share ALPR data with or provide ALPR data to any person, entity, or government agency, other than a law enforcement agency, unless such disclosure is authorized by policy or court order or unless such disclosure is required by the Massachusetts Rules of Criminal Procedure or Rules of Superior Court governing discovery in criminal matters.

c. Security Requirements: The Department and the Agency agree to enforce and maintain security requirements for the information stored in the ALPR system as specified in the Agreement. The Agency agrees that the information hosted in the ALPR system shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to appropriate background screening shall be allowed access to the system.

   Background screenings must be fingerprint-based and include check of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to ALPR system shall not be granted. The Agency agrees not to share

passwords, user logins, or allow the ALPR software to be otherwise used by Agencies who have not entered into an Agreement with the Department allowing such activity.

An employee of the Agency may operate an ALPR unit that is connected to the Department's ALPR system or access the Department's ALPR system software only if the person has been designated as an authorized user by the Chief of the Agency or designee, and has received training from the Agency or the Department on the proper use and operation of ALPRs and any policy or procedures governing the use of ALPRs and ALPR data issued or adopted by the Agency.

4. IMPLEMENTATION OF POLICY:

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5. BENEFITS TO AGENCY:

a. Data Links: The centralized storage of ALPR data will provide a solution to the problem of inaccessible or irretrievable information due to disconnected ALPR systems and the difficulty in sharing information across jurisdictional boundaries.

b. Reduction of Costs: The centralized storage of ALPR data will reduce the financial burden to the Agency that is associated with purchasing and maintaining ALPR software.

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limited to, public records requests, court orders, legal motions, subpoenas, and/or summonses. The Department's Legal Department shall determine the best manner of responding to all requests for Agency information.

7. RETENTION

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8. AMENDMENTS:

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10. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

11. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees, and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the

performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and MOU officers.

The Agency releases the Department from any liability relating to the loss or destruction of data contributed by the Agency. The Agency further releases the Department from any liability relating to the loss of the Agency's access to the ALPR system due to system outage, commercial vendor failure or malfeasance, or executive, legislative, or judicial mandate which requires the unanticipated discontinuation or modification of the ALPR program. The Agency further releases the Department from any liability relating to the release of data or information contributed by the Agency pursuant to a lawful procedure or order.

12. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Col. JSM #2402
Colonel John E. Mawn, Jr.
Massachusetts State Police

4/13/23
Date

Chief Kevin Lennon
Yarmouth Police Department

3/29/23
Date

Name	Agency	Mobile Only
Justin Salvatore	MA State Police	
Sean Bender	MA State Police	
Edward O'Hara	MA State Police	
Brian Brooks	MA State Police	
Andrew Franquiz	MA State Police	
Rob Quigley	MA State Police	
Adrian Lopez	MA State Police	
Richard McCarron	MA State Police	
Madison Tussey	MA State Police	
Kaitlyn Peterson	MA State Police	
Marcy Bennett	MA State Police	
James Lee	MA State Police	
Kristine Foley	MA State Police	
Dermot Quinn	MA State Police	
Sarah O'Leary	MA State Police	
Kerra Huchowski	MA State Police	
Daniel Coleman	MA State Police	
Lindsey Nystrom	MA State Police	
Amy Thibault	MA State Police	
Melissa Pirrotta	MA State Police	
Kristin Wilczynski	MA State Police	
Jenna Owerka	MA State Police	
Norm Shink	MA State Police	
TJ Tudryn	MA State Police	
Matt Donah	MA State Police	
Steven Hean	MA State Police	
Felipe Martinez	MA State Police	
Michael Haines	MA State Police	
Ryan Mauer	MA State Police	
Michael Traister	MA State Police	
Brock Morrissette	MA State Police	
Ryan Walczak	MA State Police	
Timothy Harrington	MA State Police	
Noah Pack	MA State Police	
James Connolly	MA State Police	
Timothy Morway	MA State Police	
Kaitlyn Duval	MA State Police	
Scott Dunn	MA State Police	
William Scott	MA State Police	
Michael Cherven	MA State Police	
Dale Gero	MA State Police	
Michael MacDonald	MA State Police	
Joseph Keefe	MA State Police	
Mark Farioli	MA State Police	
Sean Maher	MA State Police	
Matt Lavoie	MA State Police	

Yuriy Bukhenik	MA State Police	
Thomas J. Sullivan	MA State Police	
Joseph Petty	MA State Police	
James Melberg	MA State Police	
James Bruce	MA State Police	
Todd Silverio	MA State Police	
Paul MacDonald	MA State Police	
Brian Gavioli	MA State Police	
Shawn Murphy	MA State Police	
Nick Lorenco	MA State Police	
Alex McCabe	MA State Police	true
Steve Browning	MA State Police	true
PJ Pollawit	MA State Police	true
Gail Foley	MA State Police	true
Shelor Cejour	MA State Police	true
Christopher Kaszyk	MA State Police	true
John Concannon	MA State Police	true
Duarte Tavares	MA State Police	true
Joseph Ballotte	MA State Police	true
Robert Berrena	MA State Police	true
Andrew Amaral	MA State Police	true
Patrick Scanlon	MA State Police	true
Daniel Moro	MA State Police	true
Jeffrey Sullivan	MA State Police	true
Steven Culver	MA State Police	true
Joshua Hanssen	MA State Police	true
Patrick Haynes	MA State Police	true
Eric Resendes	MA State Police	true
Matthew Devito	MA State Police	true
Paul Bertozzi	MA State Police	true
Katrina Habib	MA State Police/MANG	
Kevin Connolly	Barnstable PD	
Steven Barrette	Barnstable PD	
Kyle Phelan	Barnstable PD	
Joseph Molloy	Braintree PD	
Charles Paris	Braintree PD	
Matthew Crowley	Braintree PD	
Richard Hale	Braintree PD	
Matthew Post	Chicopee PD	
Steven Sawyer	Chicopee PD	
Jay Sousa	Chicopee PD	
Terry Dec	Chicopee PD	
Thomas Murray	Dennis PD	
Cleve Daniels	Dennis PD	
Krista Plante	Dennis PD	
Mark Lambton	Dennis PD	
Matt Swett	Dennis PD	

Jeff Rubino	Methuen PD	true
Brian Silva	Raynham PD Mobile	true
William Donnelly	Raynham PD Mobile	true
Russ Berry	Raynham PD Mobile	true
Josh O'Brien	Raynham PD Mobile	true
Pat Leahy	Raynham PD Mobile	true
Dan Kelly	Raynham PD Mobile	true
Jared Turkington	Raynham PD Mobile	true
James Nelson	Seekonk PD Mobile	true
Sean Messina	Springfield PD	
Matt Longo	Springfield PD	
Alex Sanginario	Springfield PD	
Nkechi Wamuo	Springfield PD	
Olivia Malone	Springfield PD	
Kat Howland	Springfield PD	
Evan Donermeyer	Springfield PD	
Sarah Boss	Springfield PD	
Shayla Gladden	Springfield PD	
Haley Radisic	Springfield PD	
Cleora Reid	Springfield PD	
Kyle Roy	Springfield PD	
Dan Reigner	Springfield PD	
Edward Cass	Springfield PD	
Reina Diaz	Springfield PD	
William Schwarz	Springfield PD	
Brian Rossini	Springfield PD	
Trent Duda	Springfield PD	
Mel Kwatowski	Springfield PD	
Darrin Edwards	Springfield PD	true
Jose Canini	Springfield PD	
Devyn Frank	Springfield PD	
Paul Ulianelli	Taunton PD	true
Eric Nuss	Yarmouth PD	
Connor Burnham	Yarmouth PD	
Dave Schneeweis	Yarmouth PD	
Jeff Rivett	Yarmouth PD	
Scott Lundegren	Yarmouth PD	
Kalil Boghdan	Yarmouth PD	
Chris Kent	Yarmouth PD	
Michael Bryant	Yarmouth PD	