



South Carolina Law Enforcement Division

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MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA LAW ENFORCEMENT DIVISION AND **HARTSVILLE PD** FOR ACCESS TO THE AUTOMATED LICENSE PLATE READER SYSTEM

1. PURPOSE AND CONCEPT

- 1.1 This Memorandum of Understanding (MOU) constitutes an agreement between the South Carolina Law Enforcement Division (SLED) and the above signed law enforcement agency (hereinafter “partnering agency”) for access to the Automated License Plate Reader (ALPR) system back-office application.
- 1.2 It is the intent of the parties to share and leverage assets for the benefit of the citizens of the State of South Carolina by better enforcing criminal laws through a corporative approach to law enforcement.
- 1.3 The goal of this project is to provide connectivity for partnering agencies to participate in ALPR system data sharing. Partnering agencies will share ALPR sensor information for replication to the data warehouse created as part of the SLED ALPR back-office application. This system has the capability to query all sensor information, which is stored within the back-office, from a local client or web based application remotely by the participating law enforcement agencies. Partnering agencies at all levels will communicate with each other and SLED to ensure jurisdictional boundaries are respected and the law properly enforced.

2. AFFECTS ON PRIOR AGREEMENTS

- 2.1 This MOU supersedes and/or replaces any prior contracts or agreements between the parties related to the subject matter contained herein.

3. EFFECTIVE DATES AND TERMINATION

- 3.1 This MOU will commence immediately upon signature of both parties.
- 3.2 Either party may opt out of the MOU upon a thirty (30) day written notice as provide for in this agreement.

4. EMPOWERING STATUES

- 4.1 Pursuant to South Carolina law, SLED has: specific and exclusive jurisdiction and authority statewide, on behalf of the State, in matters including but not limited to the “investigation of organized criminal

activities or combined state-federal interstate criminal activities, all general criminal investigation, arson investigation, and emergency event management pertaining to explosive devices.” S.C. Code Ann. §23-3-15(A)(1).

- 4.2 SLED is empowered to provide technical assistance and utilize personnel to work with law enforcement agencies to provide for the safety and general well-being of the citizens of the State of South Carolina.

5. SCOPE

- 5.1 SLED operates the SLED ALPR back-office application as a shared information system for the benefit of all partnering agencies.
- 5.2 SLED has appointed a project manager to oversee and manage the ALPR project according to the terms and conditions of this MOU.
- 5.3 SLED directs the management of all obligations, responsibilities, and assets of the ALPR system, including but not limited to:
 - 5.3.1 Any and all contractual obligations for development, implementation, expansion, maintenance, and management of the ALPR system back-office.
 - 5.3.2 Security and control of any data that resides in the ALPR back-office.
 - 5.3.3 Ownership of any and all equipment in the inventory of the ALPR system warehouse, including, but not limited to servers, workstations, communication devices, routers, firewalls or other hardware, and all software in use or under development in compliance with the requirements of ALPR system, as promulgated by SLED.
- 5.4 SLED will ensure that appropriate personnel are made available as needed to assist with implementation, as well as for any training required, for the purposes of the ALPR project.
- 5.5 SLED will not have law enforcement responses or notification duties/responsibilities with regard to the ALPR alerts detected by the participating agency’s sensors.
- 5.6 Any agency in the State of South Carolina who either does or does not have an ALPR may still have access to SLED’s ALPR back office where the ALPR captures are located.
- 5.7 The partnering agency agrees to share sensor information stored in the back-office application with all public safety agencies involved in the ALPR project.
- 5.8 The partnering agency will appoint a representative, as the agency’s ALPR project manager, who will be responsible for the overall coordination of the project on behalf of the agency, and serve as the authorizing official for user

access requested by the agency. This project manager shall also be responsible for informing SLED when a user is no longer employed with the partnering agency.

- 5.9 The partnering agency will assist in obtaining the cooperation of any third party contractor or vendor approved by them to provide license plate reader systems in South Carolina and/or internal or external technology providers (e.g. South Carolina CIO/ other South Carolina State/County/City agencies/ South Carolina Law Enforcement Division (SLED) information technology staff) as may be reasonably necessary for the purposes of this project.
- 5.10 The partnering agency maintains sole authority and responsibility for determining the actions, if any, that are appropriate for the department's information technology environment and for implementing any changes deemed to be appropriate for the purposes of this project.
- 5.11 The partnering agency will make reasonable accommodations for access by SLED staff to their facilities and license plate reader system as may be required in furtherance of this project.
- 5.12 The partnering agency will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware/software solution, as well as for any training required, for the purposes of this project.
- 5.13 All contributing agencies shall develop and maintain an ALPR data usage policy that addresses privacy concerns. Such usage policy may be derived from the International Association of Chiefs of Police publication pertaining to license plate readers
- 5.14 The partnering agency shall maintain ownership of all data submitted to the ALPR system warehouse. Therefore, all ownership rights are the sole authority and responsibility of the partnering agency. The data in the system is shared by the partnering agency for the communal use by other law enforcement and government agencies that have signed this agreement with SLED, but shall adhere to the partnering agency's usage policy when using the partnering agency's data. All data use and handling shall comply with the current laws and statutes with respect to data.
- 5.15 SLED will maintain data and images submitted to the back office for a period of three years, after which the data and corresponding images (if applicable) will be removed from the back office server. This will be in compliance with the SC Information and Intelligence Center Privacy, Civil Rights, and Civil Liberties Protection Policy. All partnering agencies shall adhere to the data retention policy until such time that the partnering agency has developed their own policy. At that time, the partnering agency may submit a memorandum to this MOU to address the retention of the data owned by the partnering agency. Such data retention policy may be derived from the International Association of Chiefs of Police publications

pertaining to license plate readers. However, retention may not exceed SLED's data retention of three years.

6. ALPR SYSTEM USAGE

- 6.1 The use of the ALPR systems is restricted to public safety-related missions. ALPR systems and associated equipment and databases are authorized for official public safety purposes. ALPR operation and access to ALPR collected data shall be for official agency purposes only.
- 6.2 Only participating agency employees who are NCIC inquiry certified and have been issued user names and passwords by SLED shall be permitted to use the ALPR system or access the ALPR back office.
- 6.3 ALPR data should be considered FOUO and can be shared for legitimate law enforcement purposes.
- 6.4 Misuse of the ALPR system and associated databases, or data, may be subject to sanctions and/or disciplinary actions. If an authorized user or agency has been found to have misused the ALPR system or data within the ALPR back-office, SLED will undertake one or more of the following actions as appropriate:
 - Suspend or discontinue access to information by the authorized user, if necessary, until a determination regarding appropriate disciplinary measures, if any, is made by the employing agency under any applicable civil service rules or other state or federal laws or regulations regarding the authorized user's employment;
 - Assist the appropriate agency with any disciplinary actions and/or hearings as may be necessary; and,
 - Refer the matter to appropriate authorities for criminal prosecution, as necessary.

7. COSTS/REIMBURSEMENTS/COMPENSATION/ FUNDING

- 7.1 SLED agrees to fund maintenance costs for the ALPR back-office application, including necessary hardware and software acquisition and support.
- 7.2 The partnering agency will be responsible for all costs associated with the maintenance, upgrade, and alternation of the partnering agency's sensor system.

8. ASSIGNMENTS

- 8.1 Neither party shall assign any rights or delegate any obligations hereunder without the prior written consent of both parties unless specifically provided for in this MOU.

9. AMENDMENTS

- 9.1 This MOU may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification is sought.

- 9.2 Either SLED or partnering agency may, by an instrument in writing, waive compliance by the other party with any term or provision of this MOU on the part of such other party to be performed or complied with.

10. NOTICE

- 10.1 Any notice required or permitted hereunder shall be in writing and sent to the address first written above or to such other address as the parties may from time to time specify.

11. SEVERABILITY

- 11.1 The provisions of this agreement are severable and if any provision of this agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of such provisions and this agreement, except to such extent or in such application, shall not be affected thereby, and each and every provision of this agreement shall be valid and enforceable to the fullest extent and to the broadest application permitted by law.

12. ENTIRE AGREEMENT

- 12.1 This MOU contains the entire agreement between SLED and the partnering agency pertaining to the subject matter hereof and supersedes all prior agreements and understanding, oral or written, between SLED and the partner agency with respect to the subject matter hereof.

Jennie Temple
South Carolina Law Enforcement
Division Major – Fusion

Date

Signature of
Chief Law Enforcement Officer

Date

Printed Name of Chief Law
Enforcement Officer

Daniel Moore, City Manager

Date