

**INTERAGENCY AGREEMENT FOR LICENSE PLATE READER INFORMATION
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND
THE CITY OF COCONUT CREEK**

Whereas License Plate Recognition (LPR) is a computer-based system that utilizes emerging technology to capture an image of the license plate of a vehicle. The image is converted into a text file containing data elements. The text file is automatically compared against an "informational data file," also known as a "hotlist," and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and agency-defined information. LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. LPR systems have all the necessary equipment to scan plates, notify the user of a vehicle hit, and upload the LPR detection data into an LPR repository for retention and research; and

Whereas the purpose of this Interagency Agreement (Agreement) is to outline conditions under which the Agency Parties, the Hillsborough County Sheriff's Office ("HCSO" or "Source Agency") and City of Coconut Creek (CITY or AGENCY) will share and use License Plate Recognition (LPR) detection data (scanned plates) and/or "hotlist" information for the law enforcement purposes consistent with the law. Authorized users shall not use or share the information for any unethical, illegal, criminal, or commercial purposes; and

Whereas the hosted LPR system provides for simple point-and-click data sharing between credentialed Agency Managers with data sharing privileges enabled by their respective agencies. This Agreement provides a basic understanding for the sharing of data between agencies; and

Whereas any additional requirements (liabilities, governing law, etc.) should be documented separately in a written agreement between agencies; and

Whereas, the Agencies entering into this Agreement, realizing the mutual benefits to be gained by sharing information, seek to share LPR detection data and/or hotlist information; and

Whereas the HCSO as the Source Agency wishes to provide access to agency information from the LPR Server and Detection Data to the Agency Party.

Now Therefore, the parties agree as follows:

(1) Sharing of Information. Each Agency Party authorizes access to its LPR detection data and/or hotlist information residing in its LPR account to other Agency Parties as permitted by applicable state law and managed by an "Agency Manager" who shall serve as the Agency Party's point of contact for purposes of this Agreement. An Agency Party that does not want certain information made available to any other Agency Party is responsible for ensuring that the information is not made available for data sharing. There is no obligation to share LPR detection data and/or hotlist information with any Agency Parties based solely on this Agreement.

(2) **Limitation on Information Sharing.** LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of the Agency Parties who have an approved login and password ("Authorized Users"), and a need and/or right to know.

(3) **Information Ownership.** Each Agency Party retains control of all information in its account. Each Agency Party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

(4) **Release of Information.** Agency Parties and authorized users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.

(5) **Unauthorized Requests.** If an Agency Party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Agency Party shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

(6) **Public Record Requests, Subpoenas and Court Orders.** Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by that Agency Party shall immediately provide a copy of the Legal Request to the Source Agency (HCSO), prior to providing a response to the Legal Request.

(7) **Login Application Process.** Each Agency Party's Agency Manager is responsible for the management of user accounts at that Agency Party. Each Agency Party agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency Manager. The Agency Manager shall have the discretion to deny or revoke individual access for their respective agency.

(8) **Login Assignment.** Each Authorized User will be issued a user login and a password by the Agency Manager. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

(9) **Termination of Logins.** Each Agency Manager is responsible for timely removal of any login accounts as Authorized Users leave the Agency, no longer qualify for access into the system, or are denied access by the Agency Manager for any other reason.

(10) **Intended Use.** Each Authorized User agrees that LPR detection data, hotlist information, and networking resources are to be used solely for law enforcement purposes and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

(11) **Limitations on Use of Logins.** An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system. Each user login shall be in compliance with CJISSECPOL requirements.

(12) **Audit Trail.** Each transaction is to be logged, to include a Case Number, and an audit trail created. Each Agency Manager shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the agency manager to complete the internal audit. Each agency manager shall maintain the audit trail pursuant to the retention policies of that Agency Party. Requests for transaction logs shall be made in writing to the Agency Manager, who shall provide the logs to the requesting party within a reasonable amount of time. Each Agency Manager shall review the audit logs on a weekly basis and conduct an annual active account validation.

(13) **Confidentiality.** Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations, undercover operations, or jeopardizing officer or public safety.

(14) **Internal Requests for Information.** An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information but may refer the requestor to the Source Agency.

(15) **Removal or Editing of Records.** Agency Parties shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

(16) **Term.** This Agreement will commence upon its creation, which occurs on the date that the data share takes place within the LPR hosted platform. It may be terminated at any time when an Agency Manager revokes data sharing access from another agency.

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This Agreement is executed by the Parties below, for the above-described data. Each Party acknowledges that it has received a copy of this Agreement and will comply with its terms and conditions. Each Party certifies that he/she is authorized by its Party to execute this data sharing relationship.

Data Shared Between Parties: Hillsborough County Sheriff's Office

Sharing Agency: Hillsborough County Sheriff's Office

Agency Manager Authorizing Share: _____
Signature

Receiving Agency: _____

Agency Manager Receiving Share: _____
Signature

Title: _____

Date of AGREEMENT: _____

CITY OF COCONUT CREEK

BY: _____
Karen M. Brooks, City Manager Date

ATTEST:

Joseph J. Kavanagh, City Clerk Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date