

## **MEMORANDUM OF UNDERSTANDING BETWEEN**

**Colorado State Patrol – Beat Auto Theft Through Law Enforcement (Battle)**

**and**

**The Brighton Police Department**

The Colorado ELSAG EOC is an initiative of the Colorado State Patrol - Beat Auto Theft through Law Enforcement (Battle) to create an information sharing system designed to replicate, maintain, and share law enforcement license plate reader systems from all participating state and local public safety agencies within the State of Colorado.

### **CONCEPT**

The goal of this project is to share license plate recognition data among all contributing agencies that have established this Memorandum of Understanding with the Colorado ELSAG EOC, managed by the Colorado State Patrol - Battle. Participating agencies will share license plate reader (LPR) information for replication to the data warehouse or as part of a central querying system hosted by Colorado ELSAG EOC and will have the capability to query all LPR based information from around the State of Colorado which is stored within the warehouse.

### **PURPOSE**

This Memorandum of Understanding (MOU) sets forth an agreement between and defines the roles and responsibilities of the Colorado State Patrol - BATTLE and the Brighton Police Department in implementing connectivity to the Colorado ELSAG EOC.

### **RESPONSIBILITIES**

#### **Colorado State Patrol - BATTLE**

The roles and responsibilities of BATTLE in this MOU are as follows:

- BATTLE will establish the Colorado ELSAG EOC as a shared information system to the benefit of all public safety agencies in the State of Colorado.
- BATTLE will appoint a project manager to oversee the Colorado ELSAG EOC and implement the terms and conditions of this MOU.
- BATTLE will direct the management of all obligations, responsibilities, and assets of the Colorado ELSAG EOC, including but not limited to:

- Any and all contractual obligations for development, implementation, expansion, maintenance, and management of the Colorado ELSAG EOC.
- Ownership of any and all equipment in the inventory of the Colorado ELSAG EOC, including but not limited to servers, workstations, communications devices, routers, firewalls or other hardware, and all software in use or under development in compliance with the requirements of the Colorado ELSAG EOC.
- Security and control of any data resident in the Colorado ELSAG EOC data warehouse, to exclusive Law Enforcement use as defined by the Colorado ELSAG EOC Security Policies and Procedures.
- BATTLE will design and implement a governance structure appropriate to the proper operational maintenance of the Colorado ELSAG EOC and providing appropriate levels of input to all participating agencies.
- BATTLE will adopt Security Policies and Procedures as may be consistent with appropriate security and maintenance of the system for all participating agencies. This document shall become the governing MOU for participation in the Colorado ELSAG EOC upon ratification of the participating agencies.
- BATTLE will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware/software solutions, as well as for any training required, for the purposes of this project.
- BATTLE will assist in obtaining the cooperation of any third party contractor or vendor approved by them to provide license plate reader systems in the State of Colorado and/or internal or external technology providers (e.g. Colorado CIO /Other participating Agencies / State of Colorado information technology staff) as may be reasonably necessary for the purposes of this project.
- BATTLE will assist in creation of the lessons learned and final reporting and documentation of the project. The input provided by BATTLE will be utilized for future distributions and use of the system at other hosting agencies.

### **Brighton Police Department**

The roles and responsibilities of the Brighton Police Department in this MOU are as follows:

- The Brighton Police Department agrees to share ALPR Data with other law enforcement agencies utilizing the Colorado ELSAG EOC.
- The Brighton Police Department agrees to use the Colorado ELSAG EOC in compliance with federal, state, local laws, regulations and policies.
- The Brighton Police Department agrees to retain all ALPR records no longer than one year from the date of the read (24-72-113 C.R.S.)
- The Brighton Police Department agrees to the ELSAG policies and agrees to be responsible for all authorized users identified by their agency, including vetting, training, and monitoring of the users.
- The Brighton Police Department 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 to the purposes of this project.

- The Chief of Police of the Brighton Police Department, or an appropriate designee, will be available, as reasonably required, to give guidance and approval to technical and non-technical requirements of this assistance project.
- The Chief of Police of the Brighton Police Department will adopt the Lexipol Security Policies and Procedures document, which is the governing MOU for participation in Lexipol, and agrees to remain in compliance with the requirements, policies, and practices as outlined therein for the duration of the Brighton Police Department's participation in Lexipol.
- The Chief of Police of the Brighton Police Department will appoint a representative as the agency's Lexipol Project Manager who will be responsible for the overall coordination of the project on behalf of the department.
- The Brighton Police Department will make reasonable accommodations for access by BATTLE staff to their facilities and license plate reader system as may be required in furtherance of this project.
- The Brighton Police Department will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware / software solutions, as well as for any training required, for the purposes of this project.
- The Brighton Police Department will assist in obtaining the assistance of any third party contractor or vendor associated with their license plate reader system and / or internal or external technology providers (e.g. county / municipal information technology staff) as may be reasonably necessary for the purposes of this project.
- The Brighton Police Department will assist in creation of the lessons learned and final report of the project.

### **The Brighton Police Department and the Colorado State Patrol – BATTLE**

The roles and responsibilities of all agencies in this MOU are as follows:

- All contributing agencies shall develop and maintain an LPR data usage policy that addresses privacy concerns. Such usage policy may be derived from the International Association of Chiefs of Police publications pertaining to license plate readers.
- The ownership of the data that is contributed in this system shall remain with the contributing agency. Therefore, all ownership rights are to the sole authority and responsibility of the contributing agency. The data in this system is shared by the contributing agency, for the communal use by other law enforcement and government agencies that have this signed agreement with the Brighton Police Department but shall adhere to the contributing agency's usage policy when using the contributing agency's data. All data use and handling shall comply with the current laws and statutes with respect to the data.

- The Brighton Police Department shall develop and maintain an LPR data retention policy that can address privacy concerns in accordance with current federal and state legislation and statutes, and may be limited by system capability. All contributing agencies shall adhere to the data retention policy until such time that the Brighton Police Department has developed their own policy. At that time, the Brighton Police Department may submit a memorandum to this MOU to address the retention of the data owned by the Brighton Police Department. Such data retention policy may be derived from the International Association of Chiefs of Police publications pertaining to license plate readers.

## **FUNDING**

- Any costs associated with maintenance, upgrade, or changes required directly to the contributing agency's LPR system or existing computer network in order to accommodate implementation of Colorado ELSAG EOC interfaces and replication, or costs incurred on behalf of Colorado ELSAG EOC as a result of changes to the agency system(s) which adversely affect the Colorado ELSAG EOC replication, may be the responsibility of the Brighton Police Department.

## **ACKNOWLEDGEMENT**

- BATTLE anticipates the duration of this implementation to be three years, but may be extended at the discretion of Captain Matt Beaudin of BATTLE if requested by the Brighton Police Department. Such extension must be documented through appropriate addendum to this MOU agreeable to both parties.

This Memorandum of Understanding will be effective upon signature of all parties.

Colorado State Patrol – BATTLE  
700 Kipling Street  
Lakewood, Colorado 80215

Brighton Police Department  
3401 E Bromley Lane  
Brighton, Colorado 80601

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[Chief Executive Officer Title] Signature

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Chief of Police Signature

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[Chief Executive Officer Printed Name]

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Chief Paul Southard (printed name)

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Date

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Date