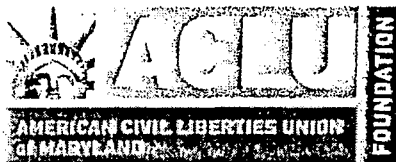


DAVID ROCAH  
STAFF ATTORNEY



July 30, 2012

T. N. Treschuk, Chief of Police  
Rockville Police Department  
111 Maryland Avenue  
Rockville, MD 20850

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Re: Maryland Public Information Act Request / Automatic License Plate Readers

Dear Chief Treschuk:

AMERICAN CIVIL  
LIBERTIES UNION OF  
MARYLAND FOUNDATION

MAIN OFFICE  
& MAILING ADDRESS:  
3600 CLIPPER MILL ROAD  
SUITE 350  
BALTIMORE, MD 21211  
T/410-889-8555  
F/410-366-7838

FIELD OFFICE:  
6930 CARROLL AVENUE  
TAKOMA PARK, MD 20912

WWW.ACLU-MD.ORG

OFFICERS AND DIRECTORS  
ALLIE HARPER  
PRESIDENT

SUSAN GOERING  
EXECUTIVE DIRECTOR

C. CHRISTOPHER BROWN  
GENERAL COUNSEL

This is a request under the Maryland Public Information Act (MPIA), Md. Code Ann., State Gov't Art., §§ 10-611 to 628. On behalf of the American Civil Liberties Union of Maryland, we wish to inspect and copy the following records in your custody and control pertaining to automatic license plate readers (ALPRs). ALPRs are also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition or License Plate Recognition equipment and/or software. This request uses ALPR in reference to all of these technologies.

Records Requested

Please provide copies of the following records created since or in effect from January 1, 2006 to the present:

1. All records regarding your policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology;
2. All records regarding the procurement of ALPR technology, including but not limited to documents which describe
  - a. sources of funds used to pay for ALPR technology;
  - b. invoices for the purchase of ALPR technology;
  - c. local government approval for any ALPR purchase;
  - d. interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products;
3. All records regarding the use of ALPR technology, including but not limited to documents which describe
  - a. what types of data are obtained;
  - b. number of license plates scanned and/or read in a given time period (day, month, year, etc.);

- c. the number of ALPR units or systems acquired;
  - d. the number of vehicles equipped with ALPR technology;
  - e. for stationary and/or fixed deployments, the number and physical location of ALPR units, and any maps plotting those locations;
  - f. the technical capabilities of the ALPR units;
4. All records regarding the storage of data obtained using ALPR technology, including but not limited to documents which describe
  - a. what types of data are stored for any period longer than an hour;
  - b. how long data is stored;
  - c. when data must be discarded;
  - d. how many individual license plate scan records your agency currently stores;
  - e. local government approval for any ALPR data storage-related restrictions or issues;
5. All records regarding access to ALPR data, including but not limited to documents which describe
  - a. the legal justification required before an individual accesses ALPR data;
  - b. purposes for which the data may be accessed;
  - c. purposes for which the data may *not* be accessed;
  - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
  - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed;
  - f. local government approval for any ALPR data access-related restrictions or issues;
6. All records regarding the sharing of data obtained through ALPR technology, including but not limited to documents which describe
  - a. what type of data is shared;
  - b. which databases your agency puts collected ALPR data into;
  - c. third parties, governmental or private, that may access your agency's ALPR data, including but not limited to what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data;
  - d. any agreements to share ALPR data with outside agencies, corporations or other entities;
  - e. local government approval for any ALPR data sharing-related restrictions or issues;
7. All records regarding obtainment of ALPR data from third parties, both public and private, including but not limited to documents which describe which databases your agency can access and any terms agreed to in exchange for that access;
8. All training materials used to instruct members of your agency in ALPR deployment, data management, or operation of automated records systems that

contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases;

9. Any memoranda of understanding agreed upon or exchanged between your agency and the Governor's Office of Crime Control and Prevention, the Governor's Office of Homeland Security, the Maryland State Police, and/or any other regional or statewide agency, which pertain to the development of standard operating procedures concerning ALPRs, the sharing of ALPR data, and/or any other issue regarding ALPRs;
10. All records pertaining to any standard operating procedures, or draft thereof, observed by or agreed upon by your agency concerning the use and/or sharing of ALPR data;
11. All records pertaining to any privacy policy, or draft thereof, which are produced, propagated, or observed by your agency with respect to ALPR data.

AMERICAN CIVIL  
LIBERTIES UNION OF  
MARYLAND

Pursuant to State Government Article § 10-621(e), we ask that all fees related to this request be waived. The American Civil Liberties Foundation of Maryland is a non-profit, tax-exempt organization dedicated to the public interest - protecting the civil liberties of all Marylanders and visitors to Maryland. We request this information in order to carry out our charitable mission, specifically, to ensure that the policies which control the use of ALPR technology, and the retention and disbursement of gathered data, respect the legitimate privacy concerns of Maryland's citizens and visitors. We additionally plan to publicize any information gained from this request in order to further public understanding of how law enforcement agencies in our state gather, store, utilize, and share information about the location and movements of people within Maryland. The use of this powerful technology to track the public's movements, and the subsequent storage and sharing of such information, is undoubtedly a matter of public interest and concern. As a nonprofit organization with regular print and web publications, we are well-situated to disseminate information obtained from this request to the general public.

If the request for a waiver of fees is denied, please advise us in writing of the reason(s) for the denial. We prefer to receive the requested records in electronic form. If that is not possible, please advise us of the cost, if any, for obtaining copies of the requested documents prior to producing any copies.

If you determine that some portions of the requested records are exempt from disclosure, we will expect, as the Act requires in § 10-614 (b)(3)(iii), that you provide us with any "reasonably severable" portions of the records sought. If all or any part of this request is denied, please provide us with a written statement of the grounds for the denial, citing the law or regulation under which you believe you may deny access. If this is the case, we also request that you inform us of the available remedies for review of the denial.

You must respond to this request within 30 days, as required by § 10-614 (b). If no response is received within 30 days, we will treat your failure to respond as a denial and will seek appropriate judicial relief.

Thank you for your time and attention to this matter, and we look forward to receiving your response. Please feel free to contact us with any questions or concerns.

Sincerely,



David Rocah  
Staff Attorney



Kathryn Bendoraitis  
Law Clerk

AMERICAN CIVIL  
LIBERTIES UNION OF  
MARYLAND

## City of Rockville Response

August 13, 2012

### **Question #1**

All records regarding your policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology.

### **Response:**

**Copy of RCPD GO#4-52**

**Copy of Addendum to 2008 Grand Agreement**

# Rockville City Police Department

## GENERAL ORDER



<b>Subject</b> <b>LICENSE PLATE READER SYSTEM</b>		<b>Procedure</b> <b>G.O. # 4-52</b>
<b>Authorizing Signature</b>	<b>Effective</b> <b>April 30, 2012</b>	<b>Total Pages</b> <b>6</b>

### I. POLICY

License Plate Reader (LPR) technology is useful for Homeland Security applications, electronic surveillance, suspect interdiction, stolen property recovery and a number of other policing objectives. This directive provides LPR technology deployment guidelines that are consistent with lawful objectives and respect the privacy expectations of law-abiding citizens. LPR systems shall be used for law enforcement purposes only and operated according to the manufacturer's recommendations.

### II. PURPOSE

The use of License Plate Reader (LPR) equipment is intended to provide law enforcement personnel with a more efficient method of identifying vehicles and registration plates that are of specific interest to law enforcement. Utilizing these methods to initiate computer inquiries enhances the Rockville City Police Department's efforts to deliver the highest quality of police services to citizens and visitors of the City.

### III. DEFINITIONS

#### A. Alarm

Within the context of this general order, the terms "alarm" and "hit" are used interchangeably and refer to a positive indication, by visual or audible signal, of a potential match between data on the current hot list and data associated with a registration plate scanned by the LPR system. A hit indication is not conclusive and additional investigation is always warranted to verify the accuracy of any suspected match.

#### B. Download

Within the context of this general order, the term "download" refers to a transfer of registration plate listings and associated data from NCIC files to the LPR system.

#### C. Hot List

Within the context of this general order, the term "hot list" refers to a database populated with information of specific concern to the investigative or enforcement interests of law enforcement. This may include, but is not limited to, data contained in the Terrorist Screening Center watch list, stolen and wanted vehicles and registration plates, wanted and missing

persons, cautions, and registration plates associated with Amber Alerts or other various law enforcement watch lists.

D. LPR Generated Data

Within the context of this general order, the term "LPR generated data" refers to all information, including location, date and time of a registration plate encounter, the optical character recognition (OCR) interpolated data and any LPR generated digital images of a registration plate or vehicle that are generated entirely by and through the use of LPR systems equipment.

E. License Plate Reader (LPR) System

Within the context of this general order, the terms "License Plate Reader System" or "LPR system" refer to systems consisting of cameras, computers, and computer software used to capture registration plate images, interpret the characters depicted and compare the data against a regularly updated listing of registration plates and associated information of interest to law enforcement.

IV. PROCEDURE

A. General Provisions

1. This general order establishes basic guidelines for the deployment of LPR system technology by the Department and applies to its use by all personnel, regardless of assignment.
2. The Department's use of LPR technology is intended to augment current delivery of police services, through the enhanced ability to identify and locate persons and property associated with various crimes. The technology shall be utilized for detection purposes rather than for the collection and retention of information not related to legitimate law enforcement objectives.
3. Vehicle mounted LPR systems may be deployed using any Department owned vehicle.
4. Operation of LPR equipped vehicles shall be in accordance with all other Department general orders governing vehicle use and associated equipment.
5. Portable LPR systems shall be assembled and mounted to vehicles in accordance with the manufacturer's specifications and the vendor's instructions.
6. LPR systems shall be properly secured when not in use.

7. LPR systems shall only be operated by personnel who have successfully completed Department approved training on use of the equipment.

B. Deployment

1. Supervisors who have Officers with LPR equipment installed on their assigned vehicles should identify same on the Department daily activity sheet.
2. LPR equipped vehicles may be used by authorized personnel during any approved duty assignment.
3. LPR systems may be deployed for a variety of law enforcement purposes, including, but not limited to:
  - a) Locating stolen vehicles, stolen registration plates, wanted or missing persons, or watch list vehicles;
  - b) Canvassing areas surrounding recent crimes or for vehicles or registration plates that may be connected to the crime;
  - c) Reviewing registration plate data in areas where intelligence indicates criminal activity is likely to occur; or
  - d) Analyzing registration plates of vehicles at or near critical infrastructure sites, potential targets of subversive groups, or areas that are of a sensitive or secure nature.
4. Prior to use, members deploying mobile LPR systems shall insure that the component devices are properly affixed to the vehicle and load the most current hot list into the LPR, according to methods outlined in LPR system training.
5. LPR systems and resources may be used in coordination with area wide law enforcement activities or objectives, when operated by an appropriately trained Department member.
6. LPR systems deployed in fixed locations will be monitored, operated and maintained in accordance with the manufacturer's specifications and in compliance with any applicable statute or Department policy.

C. Response to LPR System Alerts

1. When a registration plate from the hot list is detected, an audible and visual alert is given by the system. An LPR alarm is not sufficient probable cause to warrant an arrest without additional verification. The LPR operator should proceed to:



- a) Take all reasonable measures to confirm whether the alert matches the actual registration plate in question;
  - b) As soon as practicable, confirm the alert by police radio with the PSCC or by real time NCIC query via mobile data computer;
  - c) Stop the vehicle in question or initiate surveillance until sufficient resources have arrived to take enforcement action, in the case of a confirmed record match.
2. Any response to LPR system alerts will be in accordance with law and applicable Department directives, such as policies governing vehicle use, pursuits, mobile data computers, etc.

D. Data Handling, Transfer and Storage

1. Data captured by LPR equipment is for law enforcement purposes only. Any other use is strictly prohibited.
2. The LPR system has the capability to store, or cause to store, data collected during registration plate detection and identification. LPR generated data that is not of further legitimate investigative value will be routinely purged on a schedule to be determined by the Chief of Police and consistent with Department policies concerning the collection and retention of criminal intelligence information.
3. Each LPR system will be assigned a dedicated media transfer device. The sole purpose of this device is to transfer hot list files to the LPR system.
  - a) No other files, documents, photographs or recordings shall be saved to the dedicated device at any time.
  - b) In the event of loss or damage to the dedicated media transfer device:
    - 1) The circumstances shall be documented via submission of a City of Rockville Incident Report Form through chain of command; and
    - 2) A replacement transfer device shall be obtained from the quartermaster function.
  - c) No other type of media storage device shall be used in lieu of the dedicated device at any time.
  - d) If the LPR system is equipped with wireless data transfer capability for loading hot list files, this method may also be utilized.

4. Newly acquired information may be manually entered into LPR systems at any time. When a registration plate number is given in a lookout relating to a recent crime, wanted person, Amber Alert, or other similar matter, the member should:
  - a) Enter the registration plate data into the LPR hot list, following appropriate procedures.
  - b) Submit the reason for the entry in the "note" portion of the entry screen (i.e. stolen vehicle, missing person, abduction, Amber Alert, robbery suspect).
  - c) When prompted by the system, inquire whether the newly entered registration plate was previously read by the system and note GPS coordinates of previous sightings.

E. Care and Maintenance

1. Members shall not attempt any modification of, or repair to, LPR systems or operating software. The LPR has no user serviceable components.
2. The designated LPR coordinator shall be notified of any LPR system component requiring maintenance or repair. All maintenance and repair will be coordinated with the appropriate vendor.
3. LPR camera lenses may be cleaned with glass cleaner or mild soap and water and a soft, non-abrasive cloth.
4. LPR cameras must be removed at the conclusion of the assigned unit's tour of duty, prior to the vehicle entering an automatic car wash, or any other occasion where there is an increased risk of theft or damage.
5. When the LPR system is disconnected or removed from a vehicle, it shall be placed into its protective storage case and secured to prevent theft, loss or damage.
6. The technology and deployment methods associated with LPR are evolving, which may affect the mobility and transferability of units from one location or vehicle to another. Personnel will exercise all reasonable means to safeguard the integrity and serviceability of LPR equipment, in a manner consistent with vendor and manufacturer recommendations.

F. Reporting

1. When information obtained through the use of LPR generated data results in action being taken and an event report is written, the associated LPR use will be documented in the report's narrative.
2. LPR alarms that indicate a "watch list hit" will include contact instructions in the return. At the first reasonably practical opportunity after this type of return is received the operator shall:
  - a) Make notification, or cause notification to be made, to the screening center contact designated in the return.
  - b) Notify the on duty supervisor of the nature of the return; and
  - c) Document the contact in the "primary call details" section of the daily activity report.
3. Damage to LPR systems

Any member who damages an LPR system component, or discovers previously unreported damage, shall immediately notify their immediate supervisor and complete a City of Rockville Incident Report.

**Addendum to 2008 UASI LPR Grant Agreement  
Between  
Arlington County, Virginia and City of Rockville  
For  
Automated License Plate Reader Equipment**

This addendum is between the County Board of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Arlington County") and City of Rockville, hereinafter referred to as ("City of Rockville").

**ARTICLE I-PURPOSE OF AGREEMENT**

The U.S. Department of Homeland Security has provided certain funds pursuant to the Urban Area Security Initiative (UASI) to the District of Columbia Homeland Security & Emergency Management Agency (HSEMA) for the benefit of jurisdictions participating in the regional Council of Governments. A portion of these grant funds has been designated by HSEMA to Arlington County under the Project Title "Law Enforcement License Plate Readers." The period of performance is September 1, 2011 through August 31, 2013. The purpose of this funding is to obtain Automated License Plate Recognition (LPR) equipment, software and warranty service for participating law enforcement agencies located in the Washington, D.C. National Capital Region (NCR).

The HSEMA has designated all funds for the NCR License Plate Recognition Project from the 2011 UASI to be administered by Arlington County.

Arlington County has agreed to facilitate the distribution of equipment purchased under this grant to the participating law enforcement agencies who, in turn, agree to abide by the rules governing the purchase and use of the qualifying equipment.

**ARTICLE II-SUB-RECIPIENT OBLIGATIONS**

The City of Rockville agrees to receive equipment from Arlington County pursuant to the grant award, to use and maintain the equipment within the guidelines of this grant, and to extend the provisions of the agreement associated with LPR equipment distributed as part of the 2008 UASI NCR LPR Project, sub-grant award number 8UASI604-01.

In the event any equipment provided through Arlington County is damaged, lost or stolen while in the possession of the City of Rockville, it shall be the sole responsibility of that agency to repair or replace the equipment. Arlington County shall have no responsibility to repair or replace equipment damaged, lost or stolen.

*This document was prepared under a grant from FEMA's Grants Programs Directorate, U.S. Department Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of FEMA's Grants Programs Directorate or the U.S. Department of Homeland Security.*

### ARTICLE III- DURATION OF AGREEMENT

This agreement shall remain in effect for the period of performance (September 1, 2011 through August 30, 2013), and may be extended by agreement between participating parties.

### ARTICLE IV- OTHER PROVISIONS

This agreement is entered into with the intention that the law of the Commonwealth of Virginia shall govern its construction and enforcement.

Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement nor any action taken by Arlington County pursuant to this agreement shall constitute or be construed as a waiver of the sovereign or governmental immunity of Arlington County or its officers or employees. Further, notwithstanding any other provision of this agreement to the contrary, Arlington County shall have no obligation to explicitly or implicitly indemnify or hold harmless City of Rockville or any third party from any liability whatsoever.

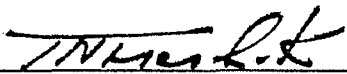
The parties mutually agree that no provision of this agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.

\_\_\_\_\_  
Authorizing Official for Arlington County, VA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager for Arlington County, VA

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorizing Official for City of Rockville

3.29.12  
Date

This document was prepared under a grant from FEMA's Grants Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of FEMA's Grants Programs Directorate or the U.S. Department of Homeland Security.

## **Automated License Plate Recognition Grant Program**

### **Additional Program Requirements (Attachment #1, 5 items)**

1. Permanent or fixed site installations constructed as part of this grant may require additional costs to be borne by the receiving agency and may not be covered under this grant. Prior to accepting any fixed site equipment under this grant, an agency must fully review the proposed installation and agree to be responsible for costs not covered under this grant. The agency will make payment for those costs outside of the terms of this grant.
2. Altering equipment associated with a COG funded fixed LPR site requires approval of the COG LPR Project. Relocation of a strategically placed fixed site location requires the approval of the COG Police Chief's Sub- Committee.
3. An agency receiving a permanent or fixed site installation agrees to allow for the forwarding of LPR data directly from the fixed site location to any law enforcement agency participating in the COG LPR Project. The COG LPR Project will provide a dedicated LPR server to assist in the forwarding of this data from fixed sites to agencies. No LPR data will be stored on this server; it will simply exist to facilitate the forwarding of data to requesting agencies. This LPR data shall be stored and utilized in compliance with the receiving agency's data retention policy specified in its on-file LPR SOP.
4. An agency receiving a covert LPR trailer designated for regional use agrees to make the trailer available for use by other agencies participating in the NCR LPR Project. The agency also agrees to provide routine maintenance and upkeep to the covert LPR trailer. Where funding permits the LPR Project will provide extended warranty coverage or establish a fund to cover repairs that would normally be covered by the warranty as defined in section 6. Damage that occurs to the covert LPR trailer while it is on loan to a secondary agency shall be paid for by that agency if not eligible for repair under the conditions defined in section 6.
5. Agencies wishing to participate in the COG LPR Project's NCRnet Information Sharing Program must review and sign and return to the COG LPR Project Coordinator a copy of the Information Sharing Program's MOU prior to participation in the initiative. Participation in the Information Sharing Program is separate and distinct from participation in the COG LPR Project, thus requiring a separate MOU for participation.
6. Equipment, where the manufacturer's original warranty has expired, continues to be the responsibility of the receiving agency. Where funding permits the LPR Project will provide extended warranty coverage or establish a fund to cover repairs that would normally be covered by the warranty. This coverage to be used for the repair, maintenance, upgrades or other support for LPR units originally distributed as part of the NCR LPR Program. In the case of a repair fund option participating agencies that have LPR equipment in need of repair, maintenance, upgrades, etc, would contact the 2011 LPR Grant Project Manager for authorization of the repairs. This would be done prior to any repair. Damage that occurs to LPR units that is the result of

**negligence, user error, or vandalism are not covered for repair. Once funds have been exhausted, responsibility for the costs associated with repairs will again revert to the recipient agencies.**

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## City of Rockville Response

August 13, 2012

### Question #2

All records regarding procurement of ALP technology, including but not limited to documents which describe:

- a. Sources of funds used to pay for ALPR technology:

**Response: Grant funds from the District of Columbia Homeland Security Agency were administered by Arlington County. These funds provided ALPR technology to the City of Rockville.**

**See attached page one of "Addendum to 2008 USAI LPR Grant Agreement."**

- b. Invoices for the purchase of ALPR technology:

**Response: We have no invoices as Rockville City has not purchased any ALPR technology, it was received from Arlington County.**

- c. Local government approval for any ALPR purchase:

**Response: Rockville City did not purchase any ALPR technology**

- d. Interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products:

**Response: ALPR technology was acquired by Arlington County**



## Question # 2

Q:

**Addendum to 2008 UASI LPR Grant Agreement  
Between  
Arlington County, Virginia and City of Rockville  
For  
Automated License Plate Reader Equipment**

This addendum is between the County Board of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Arlington County") and City of Rockville, hereinafter referred to as ("City of Rockville").

### **ARTICLE I-PURPOSE OF AGREEMENT**

The U.S. Department of Homeland Security has provided certain funds pursuant to the Urban Area Security Initiative (UASI) to the District of Columbia Homeland Security & Emergency Management Agency (HSEMA) for the benefit of jurisdictions participating in the regional Council of Governments. A portion of these grant funds has been designated by HSEMA to Arlington County under the Project Title "Law Enforcement License Plate Readers." The period of performance is September 1, 2011 through August 31, 2013. The purpose of this funding is to obtain Automated License Plate Recognition (LPR) equipment, software and warranty service for participating law enforcement agencies located in the Washington, D.C. National Capital Region (NCR).

The HSEMA has designated all funds for the NCR License Plate Recognition Project from the 2011 UASI to be administered by Arlington County.

Arlington County has agreed to facilitate the distribution of equipment purchased under this grant to the participating law enforcement agencies who, in turn, agree to abide by the rules governing the purchase and use of the qualifying equipment.

### **ARTICLE II-SUB-RECIPIENT OBLIGATIONS**

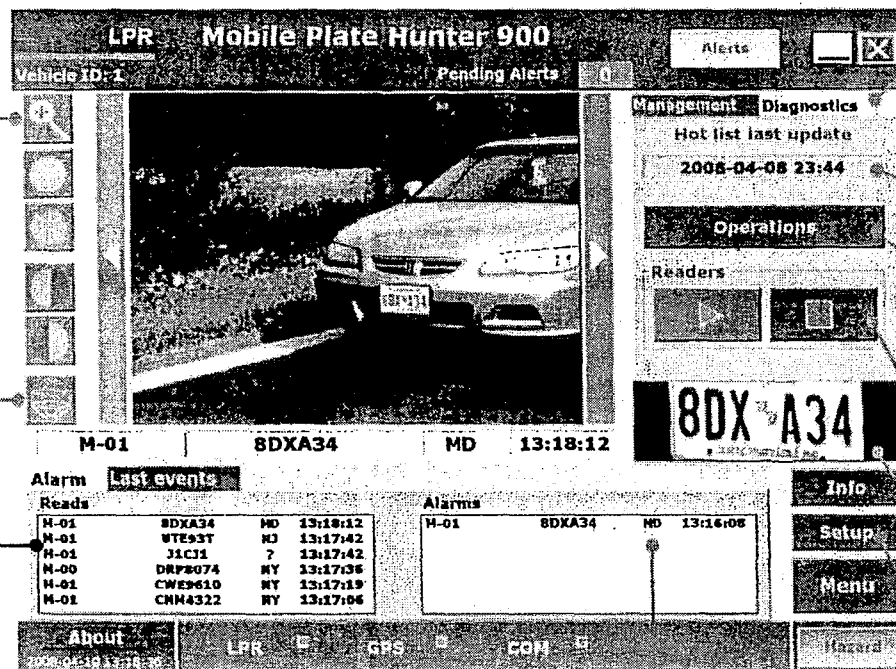
The City of Rockville agrees to receive equipment from Arlington County pursuant to the grant award, to use and maintain the equipment within the guidelines of this grant, and to extend the provisions of the agreement associated with LPR equipment distributed as part of the 2008 UASI NCR LPR Project, sub-grant award number 8UASI604-01.

In the event any equipment provided through Arlington County is damaged, lost or stolen while in the possession of the City of Rockville, it shall be the sole responsibility of that agency to repair or replace the equipment. Arlington County shall have no responsibility to repair or replace equipment damaged, lost or stolen.

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# MPH-900® QUICK REFERENCE GUIDE

To start the MPH-900 Automatic License Plate Reader, click desktop icon  then click the eye 



**Diagnostics-**  
live mode  
to adjust  
cameras

**Last Hotlist**  
**Load Date**

**Operations-**  
manual plate  
check, reports  
or hotlist insert

**Red button-**  
**STOPS** reader

**Magnified**  
**Plate Read**

**Setup-** turn  
beep on/off

**Image**  
**Adjustment**  
(only on  
alarms)

**Last 6**  
**Reads**  
**Displayed**

**Status**  
**Indicators**

**Alarms-**  
click for details  
on last alarms

**It can take 2 minutes**  
**for the system to**  
**start once the car**  
**is started.**

QUESTION # 21 d.

## How To Search A Plate

1. Click the blue Operations button.
2. In the plate field type the license plate.
3. Click on Search Button.
4. You will see a response of either "No Hotlist Match Found" or "Match Found". Clicking "OK" brings you to the plate record.

## How To Insert A Plate Into Hotlist

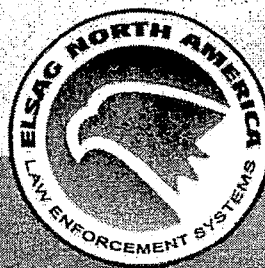
1. Click the blue Operations button.
2. In the plate field type the license plate number. This must be a complete plate entry.
3. In the state field choose the correct state.
4. In the notes field, type up to 100 characters to describe the violation.
5. Click the Insert button.
6. Choose the corresponding alarm type.
7. Click OK to search previous reads for the entered plate.

## How To Search Previous Reads

1. Click the blue Operations button.
2. Click the Reports tab.
3. Choose start and end time for report.
4. Choose to search Reads, Alarms or Rejected alarms.
5. Optional: In the plate field type full or partial plates (using % as a wildcard).
  - AB% shows all plates that start with AB.
  - AB%3 shows all plates that start with AB and end in 3.
  - %AB% shows all plates that contain A and B.
6. Click Search button.
7. Switch between color, infrared and map location by clicking the picture of the vehicle.
8. Click on Cartography tab to see all reads on one map.

**YOUR MISSION...IS OUR MISSION.**

ELSAG North America, a Finmeccanica company  
Global Leaders in Public Safety Technology  
866.9.MPH.900 [elsagna.com](http://elsagna.com)



## Color Legend

- **Red LPR light:** First, check power plugs on transportable and cameras to be sure all are connected properly. Check your Ethernet connections. Check IP address for accuracy.
- **Yellow LPR light:** Indicates system is booting.
- **Green LPR light:** Ready to read plates. When first powering on the system, it may take a minute or so to turn green.
- **Grey LPR light:** Call ELSAG North America Support at 1-866-967-4900.
- **Red GPS light:** Indicates GPS is not properly configured.
- **Yellow GPS light:** Indicates insufficient GPS satellite strength.
- **Green GPS light:** Indicates the GPS is running and recording coordinates.
- **Red COM light:** Indicates a communication or configuration error.
- **Yellow COM light:** Indicates there is no connection.
- **Green COM light:** Indicates the COM is communicating with the EOC server.

## Windows® Firewall

The following ports must be opened on the Windows Firewall configuration. Consult with your network administrator on making these changes.

- |  |   |
|--|---|
| <b>1</b> <b>Name:</b> MWP<br><b>Port #:</b> 8526<br><b>Type:</b> UDP | <b>2</b> <b>Name:</b> DNP<br><b>Port #:</b> 20000<br><b>Type:</b> TCP |
|--|---|

## Camera Measurements

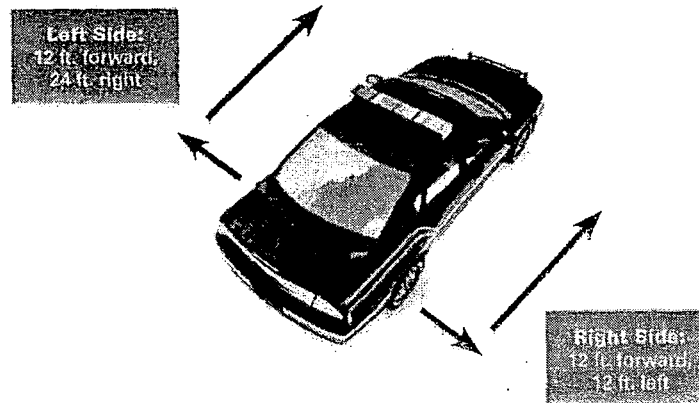
### 1 Left Camera: 25 MM

Once camera is on car, step 12 feet away from car, then 24 feet to the right. Turn and look at the camera. It should be lined up with your kneecap.

### 2 Right Camera: 16 MM

Once camera is on car, step 12 feet away from car, then 12 feet to the left. Turn and look at the camera. It should be lined up with your kneecap.

***Note:** The average human stride is 3 feet. Four strides is roughly 12 feet.*



## MPH-900® QUICK REFERENCE GUIDE

### If Cameras Don't Read

- 1 **Check power.** Make sure the power cord is plugged into the trunk box and each camera cord is plugged into the correct camera outlet (left to left, right to right). Also, check to make sure the Ethernet cable is completely plugged into the MDT/laptop.

- 2 **On the system screen, check that these things are occurring:**

- In the middle right, the play button should be grey and the stop button red.

**This is correct:**



- At the bottom of the screen, the LPR light should be green.

- 3 **Make sure the 25 MM camera is on the left of the car and the 16 MM camera is on the right.** The MM size is listed on the back of each camera.

- 4 **Under the diagnostic tab** you can click on each camera and observe its live feed to ensure proper alignment.

*Note: System will not read plates while live; click Management tab to return to plate reading.*

## City of Rockville Response

August 13, 2012

### Question #3

All records regarding the use of ALPR technology, including but not limited to document which describe:

- a. What types of data is obtained:

**Response: See attached pages 21 and 22 of the "Privacy Impact Assessment Report for Utilization of License Plate Readers"**

- b. Number of license plates scanned and/or read in a given time period (day, month year, etc.):

**Response: See attached e-mail**  
**2011 totals were 101,076 reads**  
**2012 totals to date are 111,192**

- c. Number of ALPR units or systems acquired:

**Response: Three (3) ALPR units**

- d. The number of vehicles equipped with ALPR technology:

**Response: Three (3) vehicles are equipped with ALPR technology**

- e. For stationary and/or fixed deployments, the number and physical location of ALPR units and any maps plotting those locations:

**Response: We have no stationary/fixed units**

- f. The technical capabilities of the ALPR units:

**Response: See attached pages 21 and 22 of the "Privacy Impact Assessment Report for the Utilization of License Plate Readers," and page 2 of the "MPH-900 Quick Reference Guide."**

# 4

## Part 4. Collection of LPR data

This Part explains that LPR system data consists of: (A) the images and data collected by LPR cameras; and (B) the Hot Lists that alert a user to the presence of a particular license plate. The discussions that follow concern how LPR data is collected and for what purposes.

### A. LPR CAMERA DATA

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#### 1. LPR CAMERA DEPLOYMENT

LPR systems can observe and record over 1,000 license plates an hour in various lighting and weather conditions. LPR cameras can be fixed, mobile, or portable. A fixed LPR unit is permanently mounted, usually to a bridge or a pole, and frequently in a jurisdiction's most heavily traveled points of ingress and egress. Mobile LPR units are mounted to law enforcement agency vehicles and can capture data from any area of an agency's jurisdiction. Portable LPR cameras can be moved from vehicle to vehicle or deployed in covert configurations.

Some privacy issues will vary depending upon the type of camera deployment utilized. For instance, mobile LPR cameras are much less likely than fixed LPR units to collect information concerning the routine commuting of particular vehicles. This is because mobile LPR units are attached to cars and are therefore unlikely to observe license plate numbers in the same location at the same time on a consistent basis. Mobile units, however, do have the potential to patrol parking lots of certain establishments; thus, mobile LPR cameras may collect the license plate numbers of vehicles parked at locations that, even though public, might be considered sensitive, such as doctor's offices, clinics, churches, and addiction counseling meetings, among others.

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#### 2. LPR DATA ELEMENTS

As discussed in Part 1 above, LPR systems take images of vehicles and license plates within range of a LPR camera. Thus, depending upon the placement and resolution of its cameras, a LPR system has the potential to gather a wide spectrum of data.

Typically, the contextual image collected by a LPR camera is maintained in the information system to provide a means of ensuring that the license plate number was

properly converted into an electronically readable format by the optical character recognition (OCR) software. The contextual photo provides a more inclusive view of the vehicle and its surroundings. Depending on the focal length of the camera and the distance of capture, the photo may provide a view of part or all of the vehicle, its surroundings, and possibly the occupants of a vehicle. This information may be helpful in *inter alia*: (a) identifying the vehicle by providing color or unique attributes such as damage or bumper stickers; (b) confirming the location of the LPR camera that took the photograph; or (c) confirming the identity of a vehicle's occupant.

Although a contextual photo contained in a LPR system may contain a great deal of raw information, only certain pieces of information contained in any LPR photograph will be subjected to OCR and rendered into an electronically readable format. Thus, images of vehicle occupants, vehicle make and model, and any distinguishing features of a vehicle contained in a contextual photo are not electronically readable or compiled by existing LPR systems.<sup>38</sup>

In addition to collecting the OCR of license plate numbers, LPR systems do ascribe date, time, and location information to an image. Some systems also attach to the image a camera identifier; in the case of mobile LPR units, the patrol car and officer identification number may also be collected.

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### 3. PURPOSE SPECIFICATION

Law enforcement agencies are charged with protecting the public as well as investigating crimes and criminal conduct. LPR systems serve four specific public safety goals. Specifically, LPR data can be used: (a) in various forms of crime analysis; (b) to alert law enforcement officials that a license plate number on a hot list is nearby; (c) to monitor the movements of vehicles operated by individuals subject to geographical limitations on their travel; and (d) to identify instances of criminal conduct that might have previously gone undetected without the aid of the LPR system.

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#### *(a.) LPR data is collected to support various forms of crime analysis.*

Law enforcement agencies utilize crime analysis to prevent and suppress crime, apprehend offenders, and recover stolen property.<sup>39</sup> Crime analysis is usually conducted on offenses with discernable patterns and trends that can be prevented or reduced through the implementation of directed action plans.<sup>40</sup> A review of existing crime analysis operations reveals that burglary, robbery, auto theft, larceny, fraud, sex crimes, aggravated assaults, and murder are the crimes most appropriate for crime analysis.<sup>41</sup>

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<sup>38</sup> Technology is continually advancing. If LPR systems evolve to a level where they can read and compile data other than license plate numbers, the policy discussions contained in this Report will need to be supplemented.

<sup>39</sup> Steven Gottlieb, et al., *Crime Analysis: From First Report to Final Arrest* 14-16 (Alpha 1994).

<sup>40</sup> *Id.*

<sup>41</sup> *Id.* at 133.



## Question 3b.

**From:** "Felsen, Alan" <Alan.Felsen@montgomerycountymd.gov>  
**To:** "Matney, Kenneth" <kmategy@rockvillemd.gov>  
**Date:** Thursday, August 09, 2012 04:56PM  
**Subject:** RE: Estimate of Tag Reads for 2011  
**History:** ↴ This message has been replied to.

---

Total for the year for LPR units numbers "210xx" was 101,076. Let me know if you need further breakdown.

FYI total on the system in 2011 was 1,663,032 including ours and yours, and RCP current total for 2012 is 111,192.

**Sgt. Alan Felsen**  
MOBILE SYSTEMS SUPERVISOR  
MONTGOMERY COUNTY POLICE  
TECHNOLOGY DIVISION

301-244-8231 (W)  
240-876-3029 (C)

---

**From:** KMatney@rockvillemd.gov [mailto:KMatney@rockvillemd.gov]  
**Sent:** Thursday, August 09, 2012 11:34 AM  
**To:** Felsen, Alan  
**Subject:** RE: Estimate of Tag Reads for 2011

Is there any way to get these numbers for RCPD only.

If 2011 in to big I can go with any Month stats.

Cpl. Ken Matney  
Rockville City Police  
111 Maryland Ave.  
Rockville Md. 20850

# Question 3 f.

## 4

### **Part 4. Collection of LPR data**

This Part explains that LPR system data consists of: (A) the images and data collected by LPR cameras; and (B) the Hot Lists that alert a user to the presence of a particular license plate. The discussions that follow concern how LPR data is collected and for what purposes.

#### **A. LPR CAMERA DATA**

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LPR systems can observe and record over 1,000 license plates an hour in various lighting and weather conditions. LPR cameras can be fixed, mobile, or portable. A fixed LPR unit is permanently mounted, usually to a bridge or a pole, and frequently in a jurisdiction's most heavily traveled points of ingress and egress. Mobile LPR units are mounted to law enforcement agency vehicles and can capture data from any area of an agency's jurisdiction. Portable LPR cameras can be moved from vehicle to vehicle or deployed in covert configurations.

Some privacy issues will vary depending upon the type of camera deployment utilized. For instance, mobile LPR cameras are much less likely than fixed LPR units to collect information concerning the routine commuting of particular vehicles. This is because mobile LPR units are attached to cars and are therefore unlikely to observe license plate numbers in the same location at the same time on a consistent basis. Mobile units, however, do have the potential to patrol parking lots of certain establishments; thus, mobile LPR cameras may collect the license plate numbers of vehicles parked at locations that, even though public, might be considered sensitive, such as doctor's offices, clinics, churches, and addiction counseling meetings, among others.

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properly converted into an electronically readable format by the optical character recognition (OCR) software. The contextual photo provides a more inclusive view of the vehicle and its surroundings. Depending on the focal length of the camera and the distance of capture, the photo may provide a view of part or all of the vehicle, its surroundings, and possibly the occupants of a vehicle. This information may be helpful in *inter alia*: (a) identifying the vehicle by providing color or unique attributes such as damage or bumper stickers; (b) confirming the location of the LPR camera that took the photograph; or (c) confirming the identity of a vehicle's occupant.

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Law enforcement agencies are charged with protecting the public as well as investigating crimes and criminal conduct. LPR systems serve four specific public safety goals. Specifically, LPR data can be used: (a) in various forms of crime analysis; (b) to alert law enforcement officials that a license plate number on a hot list is nearby; (c) to monitor the movements of vehicles operated by individuals subject to geographical limitations on their travel; and (d) to identify instances of criminal conduct that might have previously gone undetected without the aid of the LPR system.

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<sup>39</sup> Steven Gottlieb, *et al.*, *Crime Analysis: From First Report to Final Arrest* 14-16 (Alpha 1994).

<sup>40</sup> *Id.*

<sup>41</sup> *Id.* at 133.

## How To Search A Plate

1. Click the blue Operations button.
2. In the plate field type the license plate.
3. Click on Search Button.
4. You will see a response of either "No Hotlist Match Found" or "Match Found". Clicking "OK" brings you to the plate record.

## How To Insert A Plate Into Hotlist

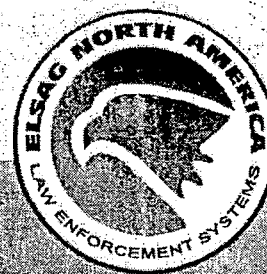
1. Click the blue Operations button.
2. In the plate field type the license plate number. This must be a complete plate entry.
3. In the state field choose the correct state.
4. In the notes field, type up to 100 characters to describe the violation.
5. Click the Insert button.
6. Choose the corresponding alarm type.
7. Click OK to search previous reads for the entered plate.

## How To Search Previous Reads

1. Click the blue Operations button.
2. Click the Reports tab.
3. Choose start and end time for report.
4. Choose to search Reads, Alarms or Rejected alarms.
5. Optional: In the plate field type full or partial plates (using % as a wildcard).
  - AB% shows all plates that start with AB.
  - AB%3 shows all plates that start with AB and end in 3.
  - %AB% shows all plates that contain A and B.
6. Click Search button.
7. Switch between color, infrared and map location by clicking the picture of the vehicle.
8. Click on Cartography tab to see all reads on one map.

**YOUR MISSION...IS OUR MISSION.**

ELSAG North America, a Finmeccanica company  
Global Leaders in Public Safety Technology  
866.9.MPH.900 elsagna.com



QUESTION 3 F.

## City of Rockville Response

August 13, 2012

### Question #4

All records regarding the storage of data obtained using ALPR technology including but not limited to documents which describe:

- a. What types of data are stored for any period longer than an hour?

**Response: See attached page 2 of the Rockville City Police "General Order 4-52"**

- b. How long is data stored?

**Response: Once data is generated it is immediately saved to the Mobile Data Computer hard drive and held for 30 days, the data is also sent to the Montgomery County Police server then forwarded to the Maryland Coordination and Analysis Center. See attached page 4 of the Rockville City Police "General Order 4-52."**

- c. When must data be discarded?

**Response: Rockville City purges LPR data after 30 days of storage**

- d. How many individual license plate scan records does your agency currently store?

**Response: Rockville City purges LPR data after 30 days of storage**

- e. Local government approval for any ALPR data storage related restrictions or issues:

**Response: See attached page 4 of the Rockville City Police General Order 4-52."**

persons, cautions, and registration plates associated with Amber Alerts or other various law enforcement watch lists.

D. LPR Generated Data

Within the context of this general order, the term "LPR generated data" refers to all information, including location, date and time of a registration plate encounter, the optical character recognition (OCR) interpolated data and any LPR generated digital images of a registration plate or vehicle that are generated entirely by and through the use of LPR systems equipment.

E. License Plate Reader (LPR) System

Within the context of this general order, the terms "License Plate Reader System" or "LPR system" refer to systems consisting of cameras, computers, and computer software used to capture registration plate images, interpret the characters depicted and compare the data against a regularly updated listing of registration plates and associated information of interest to law enforcement.

IV. PROCEDURE

A. General Provisions

1. This general order establishes basic guidelines for the deployment of LPR system technology by the Department and applies to its use by all personnel, regardless of assignment.
2. The Department's use of LPR technology is intended to augment current delivery of police services, through the enhanced ability to identify and locate persons and property associated with various crimes. The technology shall be utilized for detection purposes rather than for the collection and retention of information not related to legitimate law enforcement objectives.
3. Vehicle mounted LPR systems may be deployed using any Department owned vehicle.
4. Operation of LPR equipped vehicles shall be in accordance with all other Department general orders governing vehicle use and associated equipment.
5. Portable LPR systems shall be assembled and mounted to vehicles in accordance with the manufacturer's specifications and the vendor's instructions.
6. LPR systems shall be properly secured when not in use.

- a) Take all reasonable measures to confirm whether the alert matches the actual registration plate in question;
  - b) As soon as practicable, confirm the alert by police radio with the PSCC or by real time NCIC query via mobile data computer;
  - c) Stop the vehicle in question or initiate surveillance until sufficient resources have arrived to take enforcement action, in the case of a confirmed record match.
2. Any response to LPR system alerts will be in accordance with law and applicable Department directives, such as policies governing vehicle use, pursuits, mobile data computers, etc.
- D. Data Handling, Transfer and Storage
- 1. Data captured by LPR equipment is for law enforcement purposes only. Any other use is strictly prohibited.
  - 2. The LPR system has the capability to store, or cause to store, data collected during registration plate detection and identification. LPR generated data that is not of further legitimate investigative value will be routinely purged on a schedule to be determined by the Chief of Police and consistent with Department policies concerning the collection and retention of criminal intelligence information.
  - 3. Each LPR system will be assigned a dedicated media transfer device. The sole purpose of this device is to transfer hot list files to the LPR system.
    - a) No other files, documents, photographs or recordings shall be saved to the dedicated device at any time.
    - b) In the event of loss or damage to the dedicated media transfer device:
      - 1) The circumstances shall be documented via submission of a City of Rockville Incident Report Form through chain of command; and
      - 2) A replacement transfer device shall be obtained from the quartermaster function.
    - c) No other type of media storage device shall be used in lieu of the dedicated device at any time.
    - d) If the LPR system is equipped with wireless data transfer capability for loading hot list files, this method may also be utilized.

# Question 4 d.

21020

DATE	READS TOTAL	ACCEPTED ALARMS	REJECTED ALARMS
7/12/2012	1962	25	13
7/16/2012	1138	7	4
7/17/2012	572	4	1
7/18/2012	467	2	0
7/19/2012	882	9	2
7/20/2012	682	9	3
7/24/2012	1375	17	8
7/25/2012	1564	18	8
7/26/2012	1051	8	4
7/27/2012	956	9	10
7/28/2012	289	2	4
7/31/2012	856	6	5
8/2/2012	500	5	5
8/4/2012	1676	22	3
TOTAL	13970	143	70

21032

DATE	READS TOTAL	ACCEPTED ALARMS	REJECTED ALARMS
7/12/2012	296	1	3
7/13/2012	572	4	3
7/16/2012	975	8	7
7/18/2012	1181	12	7
7/20/2012	827	10	6
7/21/2012	541	13	0
7/22/2012	207	3	0
7/23/2012	1458	14	10
7/25/2012	257	1	3
7/26/2012	636	6	5
7/27/2012	515	7	4
7/28/2012	336	10	1
7/29/2012	306	3	2
7/30/2012	992	6	7
8/1/2012	244	5	1
8/2/2012	453	8	1
8/3/2012	83	1	0
8/7/2012	577	12	7
8/8/2012	640	12	3
8/9/2012	107	0	1
8/10/2012	18	0	0
TOTAL	13970	143	70



Question # 4 e.

# Rockville City Police Department

## GENERAL ORDER



<b>Subject</b> LICENSE PLATE READER SYSTEM		<b>Procedure</b> G.O. # 4-52
<b>Authorizing Signature</b>	<b>Effective</b> April 30, 2012	<b>Total Pages</b> 6

### I. POLICY

License Plate Reader (LPR) technology is useful for Homeland Security applications, electronic surveillance, suspect interdiction, stolen property recovery and a number of other policing objectives. This directive provides LPR technology deployment guidelines that are consistent with lawful objectives and respect the privacy expectations of law-abiding citizens. LPR systems shall be used for law enforcement purposes only and operated according to the manufacturer's recommendations.

### II. PURPOSE

The use of License Plate Reader (LPR) equipment is intended to provide law enforcement personnel with a more efficient method of identifying vehicles and registration plates that are of specific interest to law enforcement. Utilizing these methods to initiate computer inquiries enhances the Rockville City Police Department's efforts to deliver the highest quality of police services to citizens and visitors of the City.

### III. DEFINITIONS

#### A. Alarm

Within the context of this general order, the terms "alarm" and "hit" are used interchangeably and refer to a positive indication, by visual or audible signal, of a potential match between data on the current hot list and data associated with a registration plate scanned by the LPR system. A hit indication is not conclusive and additional investigation is always warranted to verify the accuracy of any suspected match.

#### B. Download

Within the context of this general order, the term "download" refers to a transfer of registration plate listings and associated data from NCIC files to the LPR system.

#### C. Hot List

Within the context of this general order, the term "hot list" refers to a database populated with information of specific concern to the investigative or enforcement interests of law enforcement. This may include, but is not limited to, data contained in the Terrorist Screening Center watch list, stolen and wanted vehicles and registration plates, wanted and missing

## City of Rockville Response

August 13, 2012

### Question #5

All records regarding access to ALPR data, including but not limited to documents which describe:

- a. The legal justification required before an individual access ALPR data:

**Response: ALPR data captured is for law enforcement purposes only. See attached page 4 of the Rockville City Police "General Order 4-52."**

- b. Purpose for which data may be access:

**Response: Data is for law enforcement use only. See attached page 4 of the Rockville City Police "General Order 4-52."**

- c. Purposes for which data may not be access:

**Response: Data is for law enforcement use only. All other use is strictly prohibited. See attached page 4 of the Rockville City Police "General Order 4-52."**

- d. Who may access the data, what procedures they must go through to obtain access, and who must authorize access?

**Response: Data stored on the three (3) Rockville City Mobile Data Computers is only accessible by the operator of the LPR unit attached to that Mobile Data Computer.**

- e. The existence or non-existence of a system that records who access the data and when the data is accessed:

**Response: Rockville City Police has no such recording system. The data stored on the Mobile Data Computer is only accessible to the operator of that LRP.**

- f. Local government approval for any ALPR data access-related restrictions or issues:

**Response: See attached page 4 of the Rockville City Police "General Order 4-52."**

## City of Rockville Response

August 13, 2012

### Question #6

All records regarding the sharing of data obtained through ALPR technology, including but not limited to documents that describe:

- a. What type of data is shared:

**Response: All data generated by the three (3) Rockville City Police LPRs is sent to the Montgomery County Police and Maryland Coordination and Analysis Center.**

- b. Which databases your agency puts collected ALPR data into:

**Response: Rockville City ALPR data is sent to both Montgomery County Police and Maryland Coordination and Analysis Center databases.**

- c. Third parties, governmental or private, that may access your agency's ALPR data, including but not limited to what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing or your ALPR data:

**Response: ALPR data is not accessible through the Rockville City Police.**

- d. Any agreements to share ALPR data with outside agencies, corporations or other agencies:

**Response: See attached "Memorandum of Understanding National Capital Region's (NCR) License Plate Reader (LPR) Information Sharing Program."**

- e. Local government approval for any ALPR data sharing-related restrictions or issues:

**Response: See attached "Memorandum of Understanding National Capital Region's (NCR) License Plate Reader (LPR) Information Sharing Program," and Rockville City Police General Order 4-52.**

# Question 6 d. and e.

## **MEMORANDUM OF UNDERSTANDING NATIONAL CAPITAL REGION'S (NCR) LICENSE PLATE READER (LPR) INFORMATION SHARING PROGRAM**

### **PURPOSE**

1. This Memorandum of Understanding (MOU) is entered into by the participating federal, state, county, local and special jurisdiction law enforcement agencies collaborating in the NCR LPR information sharing initiative. The purpose of this MOU is to set forth the policy and procedures for the sharing of LPR data by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for the use by the participating agencies.
2. This initiative and MOU is to reduce crime and prevent terrorism in the NCR. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all law enforcement agencies cooperate in efforts to share pertinent information. The NCR LPR data sharing program will establish a mechanism that will allow member agencies to search for LPR data collected and maintained by other member agencies via the NCRnet. NCRnet is a secure fiber optic network established by COG (Council of Governments) that is available for use by NCR member agencies.
3. Regional LPR data will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Being able to access LPR data through NCRnet will significantly advance public safety and security, reduce crime, and will enhance the protection of this Nation's critical strategic resources in the National Capital Region which includes the aggregate areas of responsibility within the District of Columbia, State of Maryland, and Commonwealth of Virginia currently represented by the participating agencies.

### **PARTIES**

1. The parties to this MOU shall be law enforcement agencies in the NCR.
2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this project in the future.
3. Those eligible agencies, beyond the original signatories must request participation, and be approved by the COG Police Chief's Committee. Any law enforcement agency requesting to participate in NCR LPR Project must be given 30 days advance notice prior to a vote by the COG Police Chief's Committee. The LPR Sub-committee (an

advisory board that reports to the COG Police Chief's Committee) shall make a recommendation to the COG Police Chief's Committee based on the following criteria: eligibility to join, security compliance, data accountability, technical capability, and operational history.

4. A joining state, county, local, and special jurisdiction law enforcement agency once approved to by the COG Police Chief's Committee shall be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

## **POINTS OF CONTACT**

Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification to the LPR Program administrator. If the project has no program administer then the POCs of all other agencies will be notified.

## **MISSION/OBJECTIVES**

This initiative seeks to establish a federated search capability of the cumulative LPR data from the region's law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to reduce crime, enhance public safety and protection of the Nation's critical infrastructure in the National Capital Region. The specific objectives of the NCR LPR data sharing program are to:

1. Provide the means for the participating agencies to use LPR data to support law enforcement, criminal investigation, force protection, and counter terrorism operational and investigative activities.
2. Provide access to cumulative LPR data held by individual, participating agencies.
3. Dramatically reduce the time spent by participating agency personnel in the search and retrieval of relevant LPR data.

## **CONCEPT**

NCR LPR data sharing program is a cooperative partnership of federal, state, county, local and special jurisdiction law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities of the individual participants. The NCR LPR data sharing program is not intended to, and shall not, be deemed to have independent legal status.

License Plate Reader (LPR) is a computer-based system that utilizes special cameras to capture an image of the license plate of a passing vehicle. The image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is

automatically compared against an "informational data file", known as a "Hot List" and can contain information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects and agency-defined information.

1. Each participating agency will maintain its own in-house LPR server which will serve as the repository for that agency's LPR data. This data can then be accessed by other participating agencies via NCRnet. All participating agencies will have equal access to LPR data through NCRnet.

2. Agencies entering into this agreement hereinafter referred to as "Agency Parties", realizing the mutual benefits to be gained by sharing information, seek to share Plate Scan and Hot List information.

3. The purpose of this MOU is to outline conditions under which the Agency Parties will share and use Plate Scan and Hot List information. All Agency Parties will have equal access to Plate Scan and Hot List information in accordance with the contributing agency's data retention policy via a secure search performed via the NCRnet.

#### **ACCESS TO AND USE OF LPR DATA**

1. Each participating agency will make LPR data available to other participating agencies via NCRnet and agrees to permit the access, dissemination, and/or use of such information by every other agency under the provisions of this MOU (and any other applicable agreements that may be established for the NCR LPR data sharing program).

2. LPR servers shall be operated to maximize data sharing.

3. Only law enforcement agencies from federal, state, county, local, or special jurisdictions may become a party of the NCR LPR data sharing program.

4. All agencies are required to access LPR data from other participating agencies via a secure connection through the NCRnet. An agency without access to NCRnet must provide another secure alternative.

5. Agencies accessing the LPR data of another agency have the responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing agency.

a. An agency party may access LPR data of another agency for official law enforcement use only.

b. Secondary dissemination of LPR data may not be done without first obtaining the permission of the contributing agency. However, immediate dissemination of LPR data can be made if the receiving agency determines:

1. There is a potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to

the national security; and

2. Requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

6. Any requests for LPR data from anyone other than a party to this MOU will be directed to the contributing agency.

7. Agencies that are not part of this MOU will not have direct access to LPR data via NCRnet. Requests by such agencies for copies of information contained in individual agency LPR servers must be referred to the individual agency that owns the information.

#### **USER ACCESS**

1. Each Agency's system administrator is responsible for management of user accounts at that agency. Agencies agree that authorized users shall be limited to employees who are legally authorized to review LPR data for crime prevention and detection purposes.

2. Each authorized user will be issued a user separate login and a password.

3. Each agency system administrator is responsible for maintaining the list of authorized users. Use by unauthorized users will result in the removal of the agency from the NCR LPR data sharing program.

#### **OWNERSHIP, ENTRY, RELEASE AND MAINTENANCE OF INFORMATION**

1. Each agency retains control of all information on its LPR server. Each agency is responsible for creating, updating, and deleting records according to its own policies. Each agency shall use reasonable efforts to insure the completeness and accuracy of its data.

2. An agency shall release or make available information accessed from an LPR Repository only to persons or entities authorized to receive LPR information pursuant to this MOU.

3. Any agency receiving a public records request, subpoena, or court order ("Legal Request") for information shall restrict their response to LPR information only on their LPR server.

4. No agency has any responsibility or accountability for ensuring that LPR information contributed by another party was done in compliance with all applicable laws, regulations, policies, and procedures applicable to the contributing party's entry and sharing of information via the NCRnet. Should inaccurate LPR data be located both the contributing agency and the LPR Project manager shall be notified.

## PROPERTY

1. Any equipment purchased by the Metropolitan Washington Council of Governments and Arlington County, Virginia, using UASI funds for the LPR Program will remain the property of the agency to which it was allocated. After expiration of any warranties the responsibility for the maintenance costs may be the responsibility of that agency should no funds be available.
2. LPR equipment located and used by multiple agencies shall remain the property of the Council of governments and under the control of the COG Police Chief's Committee.

## RESTRICTIONS ON FUNDING

1. Unless otherwise provided each agency shall bear its own costs in relation to this MOU. Where an agency has agreed (or later does agree) to assume a particular financial responsibility, the agency's express written approval must be obtained before the incurring by another agency of any expense associated with that responsibility.
2. All obligations and expenditures by the agencies will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto.
3. Agencies acknowledge that funding for the LPR Project may be limited or not available in future years.
2. This MOU shall not be used to obligate or commit funds, or serve as the basis for the transfer of funds.

## LIABILITY

1. Each agency is solely responsible for any and all claims brought against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs).
2. Unless specifically addressed by the terms of this MOU (or other written agreement), agencies acknowledge that no party shall have any responsibility for the negligent or wrongful acts or omissions of the officers or employees of other parties to this agreement.
3. Data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the agency requesting or using the LPR data to confirm the accuracy of the information with the originating agency before taking any enforcement-related action.
4. Each Agency shall determine the frequency with which its hotlist data will be refreshed. Since changes or additions to hotlist data do not get updated on a real-time basis, agencies recognize that information may not always be timely. It shall be the



responsibility of the requesting agency to confirm information with the originating agency.

5. To the extent permitted by law, each agency agrees to hold the other agency harmless for any information in an LPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of originating agency.

## **GOVERNANCE**

1. The success of this program requires close cooperation on the part of all agencies. To this end, the system will be operated under a shared management concept in which the participating agencies will be involved in formulating operating policies and procedures.

2. The COG Police Chief's Committee shall approve all provisions of the LPR Program.

Disagreements among agencies arising under or relating to this MOU shall be resolved between the affected parties and their sponsoring agencies. All unresolved matters would go before the COG Police Chief's Committee.

3. The COG Police Chief's Committee may establish additional procedures and rules for the governance of the NCR LPR program and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the intent or provisions of this MOU. Such agreement(s) may address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures rules; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

## **EFFECTIVE DATE/DURATION**

1. This MOU shall become effective when the duly authorized representatives of each agency have signed it. This shall include agencies that are subsequently approved for admittance by the COG Police Chief's Committee.

2. This MOU shall remain in effect indefinitely from the effective date, unless otherwise terminated.

## **MODIFICATIONS**

1. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all agencies. However, the agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties.

## TERMINATION

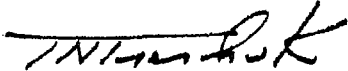
1. This MOU may be terminated at any time by the written notification by the representatives of the respective agency. Written notice to applicable parties shall be not less than 30 days. An agency's participation may also be terminated involuntarily for violation of policies in this MOU.

2. Should an agency leave the LPR data sharing program all obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information

During a party's participation under this MOU shall survive any termination.

## LEGAL REVIEW

It is the responsibility of each agency to review this MOU prior to executing it in order to ensure that it complies with all applicable laws, ordinances and policies specific to that agency.



Signature of Chief Executive Officer or Designee

ROCKVILLE POLICE

Agency

T. N. TRESCHUK, CHIEF OF POLICE

Printed Name/Title of Above Individual

3.29.12

Date of Signature

Question # 6 e.



# Rockville City Police Department

## GENERAL ORDER

<b>Subject</b> LICENSE PLATE READER SYSTEM		<b>Procedure</b> G.O. # 4-52
<b>Authorizing Signature</b>	<b>Effective</b> April 30, 2012	<b>Total Pages</b> 6

### I. POLICY

License Plate Reader (LPR) technology is useful for Homeland Security applications, electronic surveillance, suspect interdiction, stolen property recovery and a number of other policing objectives. This directive provides LPR technology deployment guidelines that are consistent with lawful objectives and respect the privacy expectations of law-abiding citizens. LPR systems shall be used for law enforcement purposes only and operated according to the manufacturer's recommendations.

### II. PURPOSE

The use of License Plate Reader (LPR) equipment is intended to provide law enforcement personnel with a more efficient method of identifying vehicles and registration plates that are of specific interest to law enforcement. Utilizing these methods to initiate computer inquiries enhances the Rockville City Police Department's efforts to deliver the highest quality of police services to citizens and visitors of the City.

### III. DEFINITIONS

#### A. Alarm

Within the context of this general order, the terms "alarm" and "hit" are used interchangeably and refer to a positive indication, by visual or audible signal, of a potential match between data on the current hot list and data associated with a registration plate scanned by the LPR system. A hit indication is not conclusive and additional investigation is always warranted to verify the accuracy of any suspected match.

#### B. Download

Within the context of this general order, the term "download" refers to a transfer of registration plate listings and associated data from NCIC files to the LPR system.

#### C. Hot List

Within the context of this general order, the term "hot list" refers to a database populated with information of specific concern to the investigative or enforcement interests of law enforcement. This may include, but is not limited to, data contained in the Terrorist Screening Center watch list, stolen and wanted vehicles and registration plates, wanted and missing

persons, cautions, and registration plates associated with Amber Alerts or other various law enforcement watch lists.

D. LPR Generated Data

Within the context of this general order, the term "LPR generated data" refers to all information, including location, date and time of a registration plate encounter, the optical character recognition (OCR) interpolated data and any LPR generated digital images of a registration plate or vehicle that are generated entirely by and through the use of LPR systems equipment.

E. License Plate Reader (LPR) System

Within the context of this general order, the terms "License Plate Reader System" or "LPR system" refer to systems consisting of cameras, computers, and computer software used to capture registration plate images, interpret the characters depicted and compare the data against a regularly updated listing of registration plates and associated information of interest to law enforcement.

IV. PROCEDURE

A. General Provisions

1. This general order establishes basic guidelines for the deployment of LPR system technology by the Department and applies to its use by all personnel, regardless of assignment.
2. The Department's use of LPR technology is intended to augment current delivery of police services, through the enhanced ability to identify and locate persons and property associated with various crimes. The technology shall be utilized for detection purposes rather than for the collection and retention of information not related to legitimate law enforcement objectives.
3. Vehicle mounted LPR systems may be deployed using any Department owned vehicle.
4. Operation of LPR equipped vehicles shall be in accordance with all other Department general orders governing vehicle use and associated equipment.
5. Portable LPR systems shall be assembled and mounted to vehicles in accordance with the manufacturer's specifications and the vendor's instructions.
6. LPR systems shall be properly secured when not in use.

7. LPR systems shall only be operated by personnel who have successfully completed Department approved training on use of the equipment.

B. Deployment

1. Supervisors who have Officers with LPR equipment installed on their assigned vehicles should identify same on the Department daily activity sheet.
2. LPR equipped vehicles may be used by authorized personnel during any approved duty assignment.
3. LPR systems may be deployed for a variety of law enforcement purposes, including, but not limited to:
  - a) Locating stolen vehicles, stolen registration plates, wanted or missing persons, or watch list vehicles;
  - b) Canvassing areas surrounding recent crimes or for vehicles or registration plates that may be connected to the crime;
  - c) Reviewing registration plate data in areas where intelligence indicates criminal activity is likely to occur; or
  - d) Analyzing registration plates of vehicles at or near critical infrastructure sites, potential targets of subversive groups, or areas that are of a sensitive or secure nature.
4. Prior to use, members deploying mobile LPR systems shall insure that the component devices are properly affixed to the vehicle and load the most current hot list into the LPR, according to methods outlined in LPR system training.
5. LPR systems and resources may be used in coordination with area wide law enforcement activities or objectives, when operated by an appropriately trained Department member.
6. LPR systems deployed in fixed locations will be monitored, operated and maintained in accordance with the manufacturer's specifications and in compliance with any applicable statute or Department policy.

C. Response to LPR System Alerts

1. When a registration plate from the hot list is detected, an audible and visual alert is given by the system. An LPR alarm is not sufficient probable cause to warrant an arrest without additional verification. The LPR operator should proceed to:

- a) Take all reasonable measures to confirm whether the alert matches the actual registration plate in question;
  - b) As soon as practicable, confirm the alert by police radio with the PSCC or by real time NCIC query via mobile data computer;
  - c) Stop the vehicle in question or initiate surveillance until sufficient resources have arrived to take enforcement action, in the case of a confirmed record match.
2. Any response to LPR system alerts will be in accordance with law and applicable Department directives, such as policies governing vehicle use, pursuits, mobile data computers, etc.

D. Data Handling, Transfer and Storage

1. Data captured by LPR equipment is for law enforcement purposes only. Any other use is strictly prohibited.
2. The LPR system has the capability to store, or cause to store, data collected during registration plate detection and identification. LPR generated data that is not of further legitimate investigative value will be routinely purged on a schedule to be determined by the Chief of Police and consistent with Department policies concerning the collection and retention of criminal intelligence information.
3. Each LPR system will be assigned a dedicated media transfer device. The sole purpose of this device is to transfer hot list files to the LPR system.
  - a) No other files, documents, photographs or recordings shall be saved to the dedicated device at any time.
  - b) In the event of loss or damage to the dedicated media transfer device:
    - 1) The circumstances shall be documented via submission of a City of Rockville Incident Report Form through chain of command; and
    - 2) A replacement transfer device shall be obtained from the quartermaster function.
  - c) No other type of media storage device shall be used in lieu of the dedicated device at any time.
  - d) If the LPR system is equipped with wireless data transfer capability for loading hot list files, this method may also be utilized.

4. Newly acquired information may be manually entered into LPR systems at any time. When a registration plate number is given in a lookout relating to a recent crime, wanted person, Amber Alert, or other similar matter, the member should:
  - a) Enter the registration plate data into the LPR hot list, following appropriate procedures.
  - b) Submit the reason for the entry in the "note" portion of the entry screen (i.e. stolen vehicle, missing person, abduction, Amber Alert, robbery suspect).
  - c) When prompted by the system, inquire whether the newly entered registration plate was previously read by the system and note GPS coordinates of previous sightings.

E. Care and Maintenance

1. Members shall not attempt any modification of, or repair to, LPR systems or operating software. The LPR has no user serviceable components.
2. The designated LPR coordinator shall be notified of any LPR system component requiring maintenance or repair. All maintenance and repair will be coordinated with the appropriate vendor.
3. LPR camera lenses may be cleaned with glass cleaner or mild soap and water and a soft, non-abrasive cloth.
4. LPR cameras must be removed at the conclusion of the assigned unit's tour of duty, prior to the vehicle entering an automatic car wash, or any other occasion where there is an increased risk of theft or damage.
5. When the LPR system is disconnected or removed from a vehicle, it shall be placed into its protective storage case and secured to prevent theft, loss or damage.
6. The technology and deployment methods associated with LPR are evolving, which may affect the mobility and transferability of units from one location or vehicle to another. Personnel will exercise all reasonable means to safeguard the integrity and serviceability of LPR equipment, in a manner consistent with vendor and manufacturer recommendations.

F. Reporting

1. When information obtained through the use of LPR generated data results in action being taken and an event report is written, the associated LPR use will be documented in the report's narrative.
2. LPR alarms that indicate a "watch list hit" will include contact instructions in the return. At the first reasonably practical opportunity after this type of return is received the operator shall:
  - a) Make notification, or cause notification to be made, to the screening center contact designated in the return.
  - b) Notify the on duty supervisor of the nature of the return; and
  - c) Document the contact in the "primary call details" section of the daily activity report.
3. Damage to LPR systems

Any member who damages an LPR system component, or discovers previously unreported damage, shall immediately notify their immediate supervisor and complete a City of Rockville Incident Report.



## City of Rockville Response

August 13, 2012

Question #7

All records regarding obtaining ALPR data from third parties, both public and private, including but not limited to documents which describe which databases your agency can access and any terms agreed to in exchange for what access:

**Response: The Rockville City Police have made no request for data from third parties. The Rockville City Police does have an attached "Memorandum of Understanding National Capital Region's (NCR) License Plate Reader (LPR) Information Sharing Program."**

# Question 7

## **MEMORANDUM OF UNDERSTANDING NATIONAL CAPITAL REGION'S (NCR) LICENSE PLATE READER (LPR) INFORMATION SHARING PROGRAM**

### **PURPOSE**

1. This Memorandum of Understanding (MOU) is entered into by the participating federal, state, county, local and special jurisdiction law enforcement agencies collaborating in the NCR LPR information sharing initiative. The purpose of this MOU is to set forth the policy and procedures for the sharing of LPR data by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for the use by the participating agencies.
2. This initiative and MOU is to reduce crime and prevent terrorism in the NCR. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all law enforcement agencies cooperate in efforts to share pertinent information. The NCR LPR data sharing program will establish a mechanism that will allow member agencies to search for LPR data collected and maintained by other member agencies via the NCRnet. NCRnet is a secure fiber optic network established by COG (Council of Governments) that is available for use by NCR member agencies.
3. Regional LPR data will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Being able to access LPR data through NCRnet will significantly advance public safety and security, reduce crime, and will enhance the protection of this Nation's critical strategic resources in the National Capital Region which includes the aggregate areas of responsibility within the District of Columbia, State of Maryland, and Commonwealth of Virginia currently represented by the participating agencies.

### **PARTIES**

1. The parties to this MOU shall be law enforcement agencies in the NCR.
2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this project in the future.
3. Those eligible agencies, beyond the original signatories must request participation, and be approved by the COG Police Chief's Committee. Any law enforcement agency requesting to participate in NCR LPR Project must be given 30 days advance notice prior to a vote by the COG Police Chief's Committee. The LPR Sub-committee (an

automatically compared against an "informational data file", known as a "Hot List" and can contain information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects and agency-defined information.

1. Each participating agency will maintain its own in-house LPR server which will serve as the repository for that agency's LPR data. This data can then be accessed by other participating agencies via NCRnet. All participating agencies will have equal access to LPR data through NCRnet.

2. Agencies entering into this agreement hereinafter referred to as "Agency Parties", realizing the mutual benefits to be gained by sharing information, seek to share Plate Scan and Hot List information.

3. The purpose of this MOU is to outline conditions under which the Agency Parties will share and use Plate Scan and Hot List information. All Agency Parties will have equal access to Plate Scan and Hot List information in accordance with the contributing agency's data retention policy via a secure search performed via the NCRnet.

#### **ACCESS TO AND USE OF LPR DATA**

1. Each participating agency will make LPR data available to other participating agencies via NCRnet and agrees to permit the access, dissemination, and/or use of such information by every other agency under the provisions of this MOU (and any other applicable agreements that may be established for the NCR LPR data sharing program).

2. LPR servers shall be operated to maximize data sharing.

3. Only law enforcement agencies from federal, state, county, local, or special jurisdictions may become a party of the NCR LPR data sharing program.

4. All agencies are required to access LPR data from other participating agencies via a secure connection through the NCRnet. An agency without access to NCRnet must provide another secure alternative.

5. Agencies accessing the LPR data of another agency have the responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing agency.

a. An agency party may access LPR data of another agency for official law enforcement use only.

b. Secondary dissemination of LPR data may not be done without first obtaining the permission of the contributing agency. However, immediate dissemination of LPR data can be made if the receiving agency determines:

1. There is a potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to

the national security; and

2. Requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

6. Any requests for LPR data from anyone other than a party to this MOU will be directed to the contributing agency.

7. Agencies that are not part of this MOU will not have direct access to LPR data via NCRnet. Requests by such agencies for copies of information contained in individual agency LPR servers must be referred to the individual agency that owns the information.

#### **USER ACCESS**

1. Each Agency's system administrator is responsible for management of user accounts at that agency. Agencies agree that authorized users shall be limited to employees who are legally authorized to review LPR data for crime prevention and detection purposes.

2. Each authorized user will be issued a user separate login and a password.

3. Each agency system administrator is responsible for maintaining the list of authorized users. Use by unauthorized users will result in the removal of the agency from the NCR LPR data sharing program.

#### **OWNERSHIP, ENTRY, RELEASE AND MAINTENANCE OF INFORMATION**

1. Each agency retains control of all information on its LPR server. Each agency is responsible for creating, updating, and deleting records according to its own policies. Each agency shall use reasonable efforts to insure the completeness and accuracy of its data.

2. An agency shall release or make available information accessed from an LPR Repository only to persons or entities authorized to receive LPR information pursuant to this MOU.

3. Any agency receiving a public records request, subpoena, or court order ("Legal Request") for information shall restrict their response to LPR information only on their LPR server.

4. No agency has any responsibility or accountability for ensuring that LPR information contributed by another party was done in compliance with all applicable laws, regulations, policies, and procedures applicable to the contributing party's entry and sharing of information via the NCRnet. Should inaccurate LPR data be located both the contributing agency and the LPR Project manager shall be notified.

## **\ PROPERTY**

1. Any equipment purchased by the Metropolitan Washington Council of Governments and Arlington County, Virginia, using UASI funds for the LPR Program will remain the property of the agency to which it was allocated. After expiration of any warranties the responsibility for the maintenance costs may be the responsibility of that agency should no funds be available.
2. LPR equipment located and used by multiple agencies shall remain the property of the Council of governments and under the control of the COG Police Chief's Committee.

## **RESTRICTIONS ON FUNDING**

1. Unless otherwise provided each agency shall bear its own costs in relation to this MOU. Where an agency has agreed (or later does agree) to assume a particular financial responsibility, the agency's express written approval must be obtained before the incurring by another agency of any expense associated with that responsibility.
2. All obligations and expenditures by the agencies will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto.
3. Agencies acknowledge that funding for the LPR Project may be limited or not available in future years.
2. This MOU shall not be used to obligate or commit funds, or serve as the basis for the transfer of funds.

## **LIABILITY**

1. Each agency is solely responsible for any and all claims brought against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs).
2. Unless specifically addressed by the terms of this MOU (or other written agreement), agencies acknowledge that no party shall have any responsibility for the negligent or wrongful acts or omissions of the officers or employees of other parties to this agreement.
3. Data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the agency requesting or using the LPR data to confirm the accuracy of the information with the originating agency before taking any enforcement-related action.
4. Each Agency shall determine the frequency with which its hotlist data will be refreshed. Since changes or additions to hotlist data do not get updated on a real-time basis, agencies recognize that information may not always be timely. It shall be the

responsibility of the requesting agency to confirm information with the originating agency.

5. To the extent permitted by law, each agency agrees to hold the other agency harmless for any information in an LPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of originating agency.

## **GOVERNANCE**

1. The success of this program requires close cooperation on the part of all agencies. To this end, the system will be operated under a shared management concept in which the participating agencies will be involved in formulating operating policies and procedures.

2. The COG Police Chief's Committee shall approve all provisions of the LPR Program.

Disagreements among agencies arising under or relating to this MOU shall be resolved between the affected parties and their sponsoring agencies. All unresolved matters would go before the COG Police Chief's Committee.

3. The COG Police Chief's Committee may establish additional procedures and rules for the governance of the NCR LPR program and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the intent or provisions of this MOU. Such agreement(s) may address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures rules; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

## **EFFECTIVE DATE/DURATION**

1. This MOU shall become effective when the duly authorized representatives of each agency have signed it. This shall include agencies that are subsequently approved for admittance by the COG Police Chief's Committee.

2. This MOU shall remain in effect indefinitely from the effective date, unless otherwise terminated.

## **MODIFICATIONS**

1. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all agencies. However, the agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties.

## TERMINATION

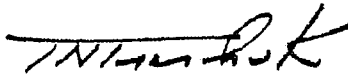
1. This MOU may be terminated at any time by the written notification by the representatives of the respective agency. Written notice to applicable parties shall be not less than 30 days. An agency's participation may also be terminated involuntarily for violation of policies in this MOU.

2. Should an agency leave the LPR data sharing program all obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information

During a party's participation under this MOU shall survive any termination.

## LEGAL REVIEW

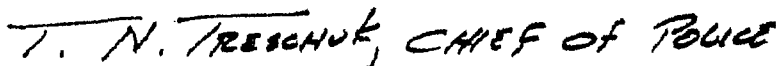
It is the responsibility of each agency to review this MOU prior to executing it in order to ensure that it complies with all applicable laws, ordinances and policies specific to that agency.



Signature of Chief Executive Officer or Designee



Agency



Printed Name/Title of Above Individual



Date of Signature

## City of Rockville Response

August 13, 2012

### Question #8

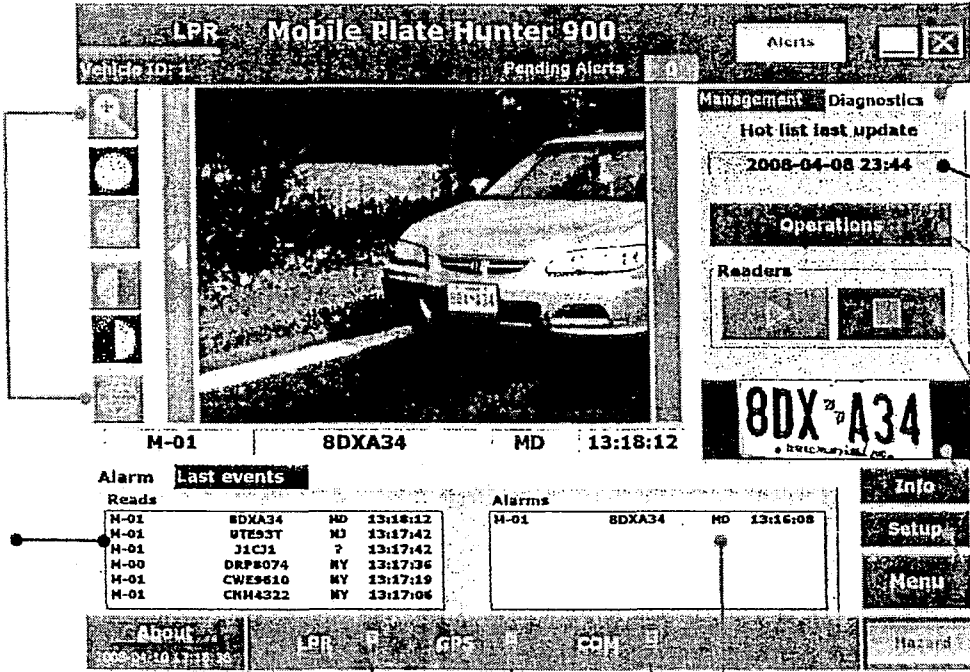
All training materials used to instruct members of your agency in ALPR deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases:

**Response: Training was provided by ELSAG North America. The only training material provided was the attached "MPH-900 Quick Reference Guide."**



# MPH-900® QUICK REFERENCE GUIDE

To start the MPH-900 Automatic License Plate Reader, click desktop icon  then click the eye 



**Image Adjustment (only on alarms)**

**Image**

**Vehicle ID: 1**

**Pending Alerts**

**Alerts**

**Diagnostics- live mode to adjust cameras**

**Management**

**Diagnostics**

**Hot list last update**

**2008-04-08 23:44**

**Last Hotlist Load Date**

**Operations**

**Readers**

**Operations- manual plate check, reports or hotlist insert**

**8DX A34**

**Red button- STOPS reader**

**Magnified Plate Read**

**Info**

**Setup**

**Menu**

**Setup- turn beep on/off**

**Alarm**

**Last events**

**Reads**

**Last 6 Reads Displayed**

Alarm	Reads	Plate	State	Time
M-01	8DXA34	MD	13:16:12	
M-01	UTE93T	NJ	13:17:42	
M-01	J1CJ1	?	13:17:42	
M-00	DRP8074	NY	13:17:36	
M-01	CWE9610	NY	13:17:19	
M-01	CNH4322	NY	13:17:06	

**Alarms**

**M-01**

**8DXA34**

**MD**








**13:16:08**

**Status Indicators**

**Alarms- click for details on last alarms**

**It can take 2 minutes for the system to start once the car is started.**

## Color Legend

-  **Red LPR light:** First, check power plugs on transportable and cameras to be sure all are connected properly. Check your Ethernet connections. Check IP address for accuracy.
- Yellow LPR light:** Indicates system is booting.
-  **Green LPR light:** Ready to read plates. When first powering on the system, it may take a minute or so to turn green.
-  **Grey LPR light:** Call ELSAG North America Support at 1-866-967-4900.
-  **Red GPS light:** Indicates GPS is not properly configured.
- Yellow GPS light:** Indicates insufficient GPS satellite strength.
-  **Green GPS light:** Indicates the GPS is running and recording coordinates.
-  **Red COM light:** Indicates a communication or configuration error.
- Yellow COM light:** Indicates there is no connection.
-  **Green COM light:** Indicates the COM is communicating with the EOC server.

## Windows® Firewall

The following ports must be opened on the Windows Firewall configuration. Consult with your network administrator on making these changes.

- |  |   |
|--|---|
| <b>1</b> <b>Name:</b> MWP<br><b>Port #:</b> 8526<br><b>Type:</b> UDP | <b>2</b> <b>Name:</b> DNP<br><b>Port #:</b> 20000<br><b>Type:</b> TCP |
|--|---|

## Camera Measurements

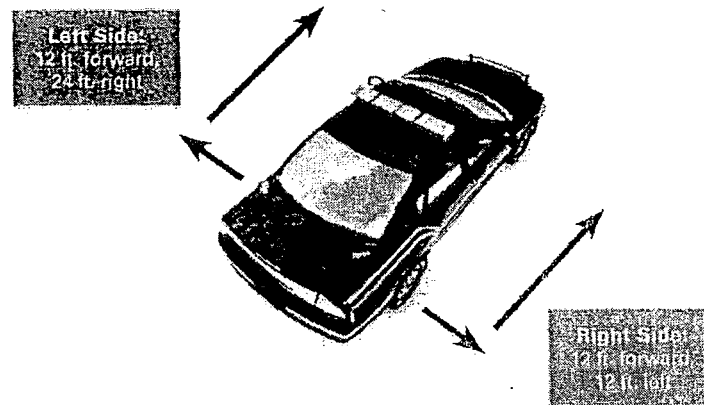
### 1 Left Camera: 25 MM

Once camera is on car, step 12 feet away from car, then 24 feet to the right. Turn and look at the camera. It should be lined up with your kneecap.

### 2 Right Camera: 16 MM

Once camera is on car, step 12 feet away from car, then 12 feet to the left. Turn and look at the camera. It should be lined up with your kneecap.

*Note: The average human stride is 3 feet. Four strides is roughly 12 feet.*



## MPH-900® QUICK REFERENCE GUIDE

### If Cameras Don't Read

- 1 **Check power.** Make sure the power cord is plugged into the trunk box and each camera cord is plugged into the correct camera outlet (left to left, right to right). Also, check to make sure the Ethernet cable is completely plugged into the MDT/laptop.

- 2 **On the system screen, check that these things are occurring:**

- In the middle right, the play button should be grey and the stop button red.

**This is correct:**



- At the bottom of the screen, the LPR light should be green.

- 3 **Make sure the 25 MM camera is on the left of the car and the 16 MM camera is on the right.** The MM size is listed on the back of each camera.

- 4 **Under the diagnostic tab** you can click on each camera and observe its live feed to ensure proper alignment.

*Note: System will not read plates while live; click Management tab to return to plate reading.*

## City of Rockville Response

August 13, 2012

Question #9

Any "Memorandum of Understanding" agreed upon or exchanged between your agency and the Governor's Office of Crime Control and Prevention, the Governor's Office of Homeland Security, the Maryland State Police, and/or other regional or statewide agency, which pertain to the deployment of standard operating procedures concerning ALPRs, the sharing of ALPR data, and/or any other issues regarding ALPRs:

**Response: See attached "Memorandum of Understanding National Capital Region's (NCR) License Plate Reader (LPR) Information Sharing Program."**

**MEMORANDUM OF UNDERSTANDING  
NATIONAL CAPITAL REGION'S (NCR) LICENSE PLATE READER (LPR)  
INFORMATION SHARING PROGRAM**

**PURPOSE**

1. This Memorandum of Understanding (MOU) is entered into by the participating federal, state, county, local and special jurisdiction law enforcement agencies collaborating in the NCR LPR information sharing initiative. The purpose of this MOU is to set forth the policy and procedures for the sharing of LPR data by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for the use by the participating agencies.
2. This initiative and MOU is to reduce crime and prevent terrorism in the NCR. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all law enforcement agencies cooperate in efforts to share pertinent information. The NCR LPR data sharing program will establish a mechanism that will allow member agencies to search for LPR data collected and maintained by other member agencies via the NCRnet. NCRnet is a secure fiber optic network established by COG (Council of Governments) that is available for use by NCR member agencies.
3. Regional LPR data will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Being able to access LPR data through NCRnet will significantly advance public safety and security, reduce crime, and will enhance the protection of this Nation's critical strategic resources in the National Capital Region which includes the aggregate areas of responsibility within the District of Columbia, State of Maryland, and Commonwealth of Virginia currently represented by the participating agencies.

**PARTIES**

1. The parties to this MOU shall be law enforcement agencies in the NCR.
2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this project in the future.
3. Those eligible agencies, beyond the original signatories must request participation, and be approved by the COG Police Chief's Committee. Any law enforcement agency requesting to participate in NCR LPR Project must be given 30 days advance notice prior to a vote by the COG Police Chief's Committee. The LPR Sub-committee (an

advisory board that reports to the COG Police Chief's Committee) shall make a recommendation to the COG Police Chief's Committee based on the following criteria: eligibility to join, security compliance, data accountability, technical capability, and operational history.

4. A joining state, county, local, and special jurisdiction law enforcement agency once approved to by the COG Police Chief's Committee shall be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

## **POINTS OF CONTACT**

Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification to the LPR Program administrator. If the project has no program administer then the POCs of all other agencies will be notified.

## **MISSION/OBJECTIVES**

This initiative seeks to establish a federated search capability of the cumulative LPR data from the region's law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to reduce crime, enhance public safety and protection of the Nation's critical infrastructure in the National Capital Region. The specific objectives of the NCR LPR data sharing program are to:

1. Provide the means for the participating agencies to use LPR data to support law enforcement, criminal investigation, force protection, and counter terrorism operational and investigative activities.
2. Provide access to cumulative LPR data held by individual, participating agencies.
3. Dramatically reduce the time spent by participating agency personnel in the search and retrieval of relevant LPR data.

## **CONCEPT**

NCR LPR data sharing program is a cooperative partnership of federal, state, county, local and special jurisdiction law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities of the individual participants. The NCR LPR data sharing program is not intended to, and shall not, be deemed to have independent legal status.

License Plate Reader (LPR) is a computer-based system that utilizes special cameras to capture an image of the license plate of a passing vehicle. The image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is

automatically compared against an "informational data file", known as a "Hot List" and can contain information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects and agency-defined information.

1. Each participating agency will maintain its own in-house LPR server which will serve as the repository for that agency's LPR data. This data can then be accessed by other participating agencies via NCRnet. All participating agencies will have equal access to LPR data through NCRnet.
2. Agencies entering into this agreement hereinafter referred to as "Agency Parties", realizing the mutual benefits to be gained by sharing information, seek to share Plate Scan and Hot List information.
3. The purpose of this MOU is to outline conditions under which the Agency Parties will share and use Plate Scan and Hot List information. All Agency Parties will have equal access to Plate Scan and Hot List information in accordance with the contributing agency's data retention policy via a secure search performed via the NCRnet.

#### **ACCESS TO AND USE OF LPR DATA**

1. Each participating agency will make LPR data available to other participating agencies via NCRnet and agrees to permit the access, dissemination, and/or use of such information by every other agency under the provisions of this MOU (and any other applicable agreements that may be established for the NCR LPR data sharing program).
2. LPR servers shall be operated to maximize data sharing.
3. Only law enforcement agencies from federal, state, county, local, or special jurisdictions may become a party of the NCR LPR data sharing program.
4. All agencies are required to access LPR data from other participating agencies via a secure connection through the NCRnet. An agency without access to NCRnet must provide another secure alternative.
5. Agencies accessing the LPR data of another agency have the responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing agency.
  - a. An agency party may access LPR data of another agency for official law enforcement use only.
  - b. Secondary dissemination of LPR data may not be done without first obtaining the permission of the contributing agency. However, immediate dissemination of LPR data can be made if the receiving agency determines:
    1. There is a potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to

the national security; and

2. Requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

6. Any requests for LPR data from anyone other than a party to this MOU will be directed to the contributing agency.

7. Agencies that are not part of this MOU will not have direct access to LPR data via NCRnet. Requests by such agencies for copies of information contained in individual agency LPR servers must be referred to the individual agency that owns the information.

#### **USER ACCESS**

1. Each Agency's system administrator is responsible for management of user accounts at that agency. Agencies agree that authorized users shall be limited to employees who are legally authorized to review LPR data for crime prevention and detection purposes.

2. Each authorized user will be issued a user separate login and a password.

3. Each agency system administrator is responsible for maintaining the list of authorized users. Use by unauthorized users will result in the removal of the agency from the NCR LPR data sharing program.

#### **OWNERSHIP, ENTRY, RELEASE AND MAINTENANCE OF INFORMATION**

1. Each agency retains control of all information on its LPR server. Each agency is responsible for creating, updating, and deleting records according to its own policies. Each agency shall use reasonable efforts to insure the completeness and accuracy of its data.

2. An agency shall release or make available information accessed from an LPR Repository only to persons or entities authorized to receive LPR information pursuant to this MOU.

3. Any agency receiving a public records request, subpoena, or court order ("Legal Request") for information shall restrict their response to LPR information only on their LPR server.

4. No agency has any responsibility or accountability for ensuring that LPR information contributed by another party was done in compliance with all applicable laws, regulations, policies, and procedures applicable to the contributing party's entry and sharing of information via the NCRnet. Should inaccurate LPR data be located both the contributing agency and the LPR Project manager shall be notified.



## PROPERTY

1. Any equipment purchased by the Metropolitan Washington Council of Governments and Arlington County, Virginia, using UASI funds for the LPR Program will remain the property of the agency to which it was allocated. After expiration of any warranties the responsibility for the maintenance costs may be the responsibility of that agency should no funds be available.
2. LPR equipment located and used by multiple agencies shall remain the property of the Council of governments and under the control of the COG Police Chief's Committee.

## RESTRICTIONS ON FUNDING

1. Unless otherwise provided each agency shall bear its own costs in relation to this MOU. Where an agency has agreed (or later does agree) to assume a particular financial responsibility, the agency's express written approval must be obtained before the incurring by another agency of any expense associated with that responsibility.
2. All obligations and expenditures by the agencies will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto.
3. Agencies acknowledge that funding for the LPR Project may be limited or not available in future years.
2. This MOU shall not be used to obligate or commit funds, or serve as the basis for the transfer of funds.

## LIABILITY

1. Each agency is solely responsible for any and all claims brought against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs).
2. Unless specifically addressed by the terms of this MOU (or other written agreement), agencies acknowledge that no party shall have any responsibility for the negligent or wrongful acts or omissions of the officers or employees of other parties to this agreement.
3. Data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the agency requesting or using the LPR data to confirm the accuracy of the information with the originating agency before taking any enforcement-related action.
4. Each Agency shall determine the frequency with which its hotlist data will be refreshed. Since changes or additions to hotlist data do not get updated on a real-time basis, agencies recognize that information may not always be timely. It shall be the

responsibility of the requesting agency to confirm information with the originating agency.

5. To the extent permitted by law, each agency agrees to hold the other agency harmless for any information in an LPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of originating agency.

## **GOVERNANCE**

1. The success of this program requires close cooperation on the part of all agencies. To this end, the system will be operated under a shared management concept in which the participating agencies will be involved in formulating operating policies and procedures.

2. The COG Police Chief's Committee shall approve all provisions of the LPR Program.

Disagreements among agencies arising under or relating to this MOU shall be resolved between the affected parties and their sponsoring agencies. All unresolved matters would go before the COG Police Chief's Committee.

3. The COG Police Chief's Committee may establish additional procedures and rules for the governance of the NCR LPR program and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the intent or provisions of this MOU. Such agreement(s) may address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures rules; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

## **EFFECTIVE DATE/DURATION**

1. This MOU shall become effective when the duly authorized representatives of each agency have signed it. This shall include agencies that are subsequently approved for admittance by the COG Police Chief's Committee.

2. This MOU shall remain in effect indefinitely from the effective date, unless otherwise terminated.

## **MODIFICATIONS**

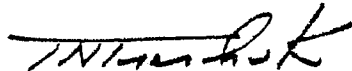
1. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all agencies. However, the agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties.

## TERMINATION

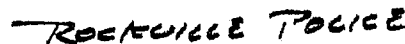
1. This MOU may be terminated at any time by the written notification by the representatives of the respective agency. Written notice to applicable parties shall be not less than 30 days. An agency's participation may also be terminated involuntarily for violation of policies in this MOU.
2. Should an agency leave the LPR data sharing program all obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information  
During a party's participation under this MOU shall survive any termination.

## LEGAL REVIEW

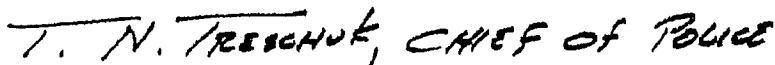
It is the responsibility of each agency to review this MOU prior to executing it in order to ensure that it complies with all applicable laws, ordinances and policies specific to that agency.




Signature of Chief Executive Officer or Designee



Agency



Printed Name/Title of Above Individual



Date of Signature

## City of Rockville Response

August 13, 2012

Question #10

All records pertaining to any standard operating procedures, or draft thereof, observed by or agreed upon by your agency concerning the use and/or sharing of ALPR data:

**Response: The Rockville City Police has no such records or draft thereof.**

## City of Rockville Response

August 13, 2012

Question #11

All records pertaining to any privacy policy, or draft thereof, which are produced, propagated, or observed by your agency with respect to ALPR data.

**Response: See attached page 4 of the Rockville City Police "General Order 4-52."**

- a) Take all reasonable measures to confirm whether the alert matches the actual registration plate in question;
    - b) As soon as practicable, confirm the alert by police radio with the PSCC or by real time NCIC query via mobile data computer;
    - c) Stop the vehicle in question or initiate surveillance until sufficient resources have arrived to take enforcement action, in the case of a confirmed record match.
  2. Any response to LPR system alerts will be in accordance with law and applicable Department directives, such as policies governing vehicle use, pursuits, mobile data computers, etc.
- D. Data Handling, Transfer and Storage
1. Data captured by LPR equipment is for law enforcement purposes only. Any other use is strictly prohibited.
  2. The LPR system has the capability to store, or cause to store, data collected during registration plate detection and identification. LPR generated data that is not of further legitimate investigative value will be routinely purged on a schedule to be determined by the Chief of Police and consistent with Department policies concerning the collection and retention of criminal intelligence information.
  3. Each LPR system will be assigned a dedicated media transfer device. The sole purpose of this device is to transfer hot list files to the LPR system.
    - a) No other files, documents, photographs or recordings shall be saved to the dedicated device at any time.
    - b) In the event of loss or damage to the dedicated media transfer device:
      - 1) The circumstances shall be documented via submission of a City of Rockville Incident Report Form through chain of command; and
      - 2) A replacement transfer device shall be obtained from the quartermaster function.
    - c) No other type of media storage device shall be used in lieu of the dedicated device at any time.
    - d) If the LPR system is equipped with wireless data transfer capability for loading hot list files, this method may also be utilized.