

VILLAGE of MAMARONECK POLICE DEPARTMENT



Office of the Chief of Police

August 24, 2012

Daniel Berger
Lower Hudson Valley Chapter Director
New York Civil Liberties Union
297 Knollwood Road Suite 217
White Plains, NY 10607

RE: Foil LPR

Mr. Berger:

- We've estimated approximately 2100 plates are read per day
- We have 1 mobile unit.

I've included 13 pages which should address the information you have requested.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Leahy".

Christopher S. Leahy
Chief of Police



Quarterly License Plate Reader Progress Report

Agency Name: Village of Mamaroneck Police Dept		LPR Type: Number of units in appropriate box (ex. 2 Fixed or 1 Mobile)		
Contact Name:			Fixed	
E-Mail Address:				
Contact Number:			1	Mobile
Utilized by: Check the appropriate box	Traffic Rmp	Reporting Period: Check the appropriate box		
	Investigations	Jan-Mar	Apr-Jun	
		Jul-Sep	Oct-Dec	

Performance Measure	# of Hits	Violations	Felonies	Misdemeanors
Stolen vehicles recovered				
Stolen Plates				
Suspended / Revoked Driver License				
Suspended / Revoked Registration				
Uninsured Motor Vehicle				
Unlicensed Operator				
DWI / DWAI / DWAI				
Wanted Individuals				
Wanted Delinquent Spousal Support				
Plates Read BY LPR				
AMBER Alerts		Amber Alert Successes: 0		

Unexpected Outcomes	Type or Amount	Value
Guns recovered		\$0
Money recovered		\$0
Drugs recovered		\$0
Other		

Revenue Collected (if applicable)	\$
Recommendations or comments:	



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764

DAVID A. PATERSON
GOVERNOR

DENISE E. O'DONNELL
COMMISSIONER

January 16, 2009

Chief Edward E. Flynn
Mamaroneck Village Police Department
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

RE: Letter of Agreement Regarding Transfer of License Plate Reader (LPR)

Dear Chief Flynn:

Congratulations! Your agency has been selected as an eligible recipient for a License Plate Reader (LPR) award from the NYS Division of Criminal Justice Services (DCJS) through a grant received from the Governor's Traffic Safety Council.

DCJS will purchase an LPR for your Law Enforcement Agency (Recipient) to commit to a two-year traffic safety improvement initiative. In addition, DCJS will provide a one-year manufacturer's warranty and vendor developed Operation Center Software license for use in crime reduction activities and the apprehension of offenders.

In order to insure successful implementation by June 30th, 2009, DCJS and ELSAG North America Law Enforcement Systems, LLC will be working together to coordinate LPR software downloads, equipment installation, and training.

Agencies in agreement with the terms set forth in the attached DCJS Letter of Agreement (LoA) will receive one (1) LPR Unit upon the completion of the following:

STEP 1: Submit the signed LoA to DCJS via fax (518.457.1186) by midnight of Wednesday, January 28th, 2009 to the attention of Michele Mulloy.

The original, signed LoA should be mailed directly to the attention of:

Eileen Langer-Smith
Division of Criminal Justice Services
3rd Floor, 4 Tower Place – Stuyvesant Plaza
Albany, NY 12203

STEP 2: Designate an agency laptop with the following minimum requirements.

- Windows 2000 (Service Pack 4) or XP – No Vista
- Available USB (2.0 preferred) and Ethernet Port (10/100)
- 1Gb RAM
- 1.6 GHz + processor (Pentium 4 preferred)
- 60 gb Hard Drive

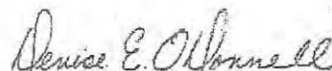
In order to participate in the LPR initiative, those agencies that do not currently have an available agency laptop which meets the above minimum requirements will need to purchase and receive delivery of one by Tuesday, March 31st, 2009.

STEP 3: Complete the attached Agency Coordinator Contact Form and fax it with the signed Letter of Agreement.

If you are in agreement with the attached LoA, please sign it and return the original to the Office of Program Development and Funding, attention Motor Vehicle Theft and Insurance Fraud Unit by midnight of Wednesday, January 28th, 2009.

If you have any questions or are unable to comply with any of the above requirements by the deadlines indicated, please contact Michele Mulloy at 518.485.0913. Thank you for your assistance.

Very truly yours,



Denise E. O'Donnell

Letter of Agreement to Participate in the Traffic Safety Improvement Initiative

This letter of agreement will have the duration of two years from the equipment delivery date to the Law Enforcement Agency (Recipient), and may be amended in writing upon the mutual consent of the Recipient and DCJS. This letter of agreement may be terminated at the discretion of the Commissioner of the Division of Criminal Justice Services.

This letter confirms the agreement between DCJS and the Recipient, wherein DCJS has agreed to transfer all right, title, and interest in the LPR to the Recipient, and the Recipient agrees to accept the transfer of all right, title, and interest in the LPR, upon the following conditions.

1. The Recipient agrees to appoint a staff member to coordinate the receipt and utilization of the LPR (see attached Agency Coordinator Contact Form). The Recipient agrees to notify DCJS in writing of any personnel changes in regards to the LPR program coordination. The coordinator will be required to submit quarterly report data to DCJS and make appropriate efforts to ensure that the LPR equipment is utilized a minimum of eight (8) hours per week.
2. The Recipient agrees to provide DCJS a standardized quarterly progress report for a minimum of two years regarding LPR usage (see attached LPR Quarterly Progress Report). Each LPR contains software capable of generating the statistics necessary to complete the reporting requirements. Training on how to obtain the report from the LPR unit will be provided by the vendor upon installation and with subsequent software upgrades. This report data is essential in the ongoing evaluation on the effectiveness of LPR technology.

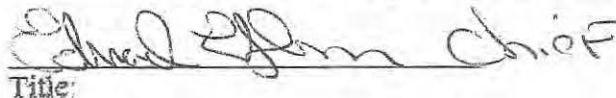
Quarterly reports are to be sent electronically or via fax to the designee of the Director of the Office of Program Development and Funding.

3. The Recipient agrees to provide an appropriate and compatible laptop computer for the use and operation of the LPR.
4. The Recipient agrees to accept all responsibility for the care and operation of the LPR. Furthermore, the Recipient agrees to provide for the maintenance and support of the LPR beyond the original one-year warranty and service contract. Prior to the expiration of the DCJS funded one-year warranty, the Recipient agrees to purchase the second year extended warranty which covers the latest version of the applicable software.
5. The Recipient agrees to develop and implement a departmental policy regarding the utilization of the LPR and provide said policy in writing to DCJS within 90-days of receiving the LPR.

6. The Recipient agrees to implement strategic crime prevention and control initiatives regarding highway safety issues and other motor vehicle related offenses as recommended in the 'Operation of License Plate Readers for Law Enforcement Agencies in New York State Suggested Guidelines'
(<http://www.criminaljustice.state.ny.us/ofpa/pdffdocs/approvedjune2007lprmanual1.pdf>). DCJS shall seek the return of any LPR equipment which is not effectively utilized for initiatives in accordance with the strategy recommendations.
7. The Recipient agrees to provide mutual assistance to law enforcement agencies in neighboring and/or overlapping jurisdictions which request the use of LPR's for special operations (subject to availability).
8. The Recipient agrees to immediately deploy the LPR when responding to the recovery of an abducted child (Amber Alert). The agency agrees to comply with the guidelines as issued by the Missing and Exploited Children's Clearinghouse (MECC) which are used during an AMBER Alert. Agencies should:
 - a. Provide notification to patrols.
 - b. Search during an incident.
 - c. Look back for encounter prior to the alert date.
 - d. Obtain assistance from other agencies with LPR equipment.
9. Any notice to either party must be in writing, signed by the party giving it, and shall be served personally, electronically or by mail to the other party. Notice to DCJS is to be given to the Deputy Commissioner of the Office of Program Development and Funding and notice to the Recipient is to be given to the person signing this letter of agreement on behalf of the Recipient or that individual's replacement pending a cessation of employment from the Recipient agency.

For the Law Enforcement Recipient:

In Acknowledgment of and Agreement with the Provisions of this Letter of Agreement:


Title:

Mamaroneck Village
Law Enforcement Agency

Date: 1-22-09



FAX

TRANSMITTAL

Office of Program Development and Funding

PHONE: (518) 457-8404 FAX: (518) 457-1186

DATE: January 20, 2009
TO: Chief Flynn, Mamaroneck Village PD
FROM: Paula Raiti - DCJS
RE: Letter of Agreement Regarding Transfer of License Plate Reader
OF PAGES (including cover sheet):

Attached please find the Letter of Agreement Regarding Transfer of License Plate Reader, the Agency Coordinator Contact Form, and the Quarterly License Plate Reader Progress Report 2009.

Message Confirmation Report

JAN-22-2009 01:02 PM THU

WorkCentre M20 Series

Machine ID : VILLAGE OF MAMARONEK
Serial Number : RYU329048.....
Fax Number : 1914 777 7707

Name/Number : 915184571186
Page : 4
Start Time : JAN-22-2009 01:01PM THU
Elapsed Time : 01' 22"
Mode : STD ECM
Results : O.K

01/20/2009 12:00 518-457-1186

BUR. OF JUSTICE FUND

PAGE 01



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-8784

DAVID A. PATERSON
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DENISE E. O'DONNELL
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January 16, 2009

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Mamaroneck Village Police Department
169 Mount Pleasant Avenue
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Eileen Langer-Smith
Division of Criminal Justice Services
3rd Floor, 4 Tower Place - Stuyvesant Plaza
Albany, NY 12203

ELSAG North America

205-H Creek Ridge Road
Greensboro, NC 27406

Voice: 336-379-7135
Fax: 336-379-7164
Web:

Pick Ticket

Sales Order Number: 100000827
Order Date: 02/22/2009
Page: 1



Bill to:
NYS DCJS - OPDF
3rd Floor - Michele Mulloy
4 Tower Place
Albany, NY 12203
Phone: 518-457-6105 Fax: 518-457-7545 A/P
A/P



Ship to:
Warehouse
Div of Criminal Justice Servic
100 Watervliet Ave
Albany, NY 12206
Phone: 518-457-6105 Fax: 518-457-7545
A/P

Customer ID	Customer PO	Terms	
NYS DIV CRIME JUSTIC	0800760	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
GARRIGAN	Fed-EX	02/22/2009	03/24/2009
Qty	Item ID/Description	Unit Shipment	
Remaining			

30.0000



110035B
AD-M3 MPH-900 Mobile Permanent Trunk Mount

30.0000



110050B
AD-M3 MPH-900 Mobile Transportable with 2 Cameras

60.0000 each



410322
Operation Center License

120.0000



420069
Hedley Trunk Mount Assembly for an ADMS camera

100000827

107017184

100000827

100000827

100000827

100000827

LPR Inventory Control

Vendor: **Elsag NA**

Purchase Order Number: **0800760**

Description of Property: **License Plate Reader (Trunk Mount)**

☒ Permanent ☐ Transportable

DCJS Barcode Tag Number

41702

Property Serial Number(s)

J07017189

E08030334

E08030984

Picked up by:

Rep Name (please print)

PATRICK O. FEL

Rep Signature

[Signature]

Date

8/9/09

Transfer Property to:

Agency

MAMARONECK VILLAGE POLICE DEPT.

Contact Person

SGT REGAN KELLY

Telephone#

914 774 2592

Property received by:

Name (please print)

SGT Regan Kelly

Badge #

109

Signature

[Signature]

Date

3-18-09

Address

169 Mt Pleasant Ave Mamaroneck NY

Property deemed Installed & Operational:

ELSAG NA Rep Name (please print)

SCOTT RUNNALS

ELSAG NA Rep Signature

[Signature]

Date

5/20/09

Receiving Agency Rep Name (please print)

Receiving Agency Rep Signature

Date

Return to:

Michele Mulloy

Office of Program Development and Funding - 3rd floor

4 Tower Place, Stuyvesant Plaza

Albany, NY 12203

(518) 485-0913



MEMORANDUM OF AGREEMENT FOR THE WESTCHESTER INTELLIGENCE CENTER (WIC) AMONG THE PARTICIPATING FEDERAL, STATE AND LOCAL LAW ENFORCEMENT AGENCIES

1. Overview

a. Background:

The Westchester Intelligence Center ("WIC") was established as a crime intelligence center to foster and facilitate information sharing and collaboration among law enforcement agencies, particularly field intelligence officers, operating in Westchester County as a means of increasing the ability of law enforcement to rapidly triage criminal events that endanger public safety and quickly respond to situations as they develop.

The principal goal of WIC is to support local police agencies in their efforts to abate crime and augment public safety in Westchester County.

WIC operates under the auspices of the Westchester County District Attorney's Office ("WCDAO") and is staffed by members of multiple law enforcement agencies. WIC is headed by an Executive Director, who shall serve as the Administrator of this Agreement ("Administrator").

b. Purpose and Intended Benefits:

With the goal of enhancing public safety, while protecting individual privacy rights, the parties to this agreement seek to establish a mechanism for the sharing and exchange of criminal intelligence information and data for the advancement of legitimate law enforcement purposes, including crime solving and abatement, identification and location of suspects and known offenders, detection of predictive trends in criminal activity, and development of strategies to solve and prevent crimes.

c. Agency Participation:

Any federal, state or local law enforcement agency operating in Westchester County ("Agency") may participate in WIC.

2. Information and Resources to be Shared:

Subject to the confidentiality provisions outlined in this agreement, WCDAO will make the resources of WIC available to all participating Agencies. WIC will share information

and data – whether generated by WIC or provided to WIC by outside law enforcement agencies - with participating Agencies for legitimate law enforcement purposes only.

3. Requests for Information:

All requests for information and data from WIC shall be submitted to the Administrator or his/her designated representative. The Administrator shall be the final arbiter of whether the information and data requested by the Agency is available for dissemination.

4. Record Retention:

It is understood and agreed that the requesting Agency is responsible for the preservation of all records and/or reports generated by WIC at the request of the Agency, and shall be the repository of those records and reports.

Each Agency shall retain, as part of its own case files and records, any records and reports (electronic and physical copies) obtained from WIC. The retention shall be in accordance with that Agency's policies for record retention and in compliance with any and all applicable federal, state, county and local laws.

5. Confidentiality and Security:

- In accordance with its purpose WIC shall be permitted to disseminate information and data supplied by an Agency to authorized users under the terms provided herein except to the extent such information and data has been specifically identified as "confidential" by the providing agency.
- Information and data possessed by WIC is subject to disclosure in accordance with the laws governing the criminal justice system and by court order.
- Only authorized users are allowed to view and use the information and data possessed by WIC. Any authorized user who receives a request from a non-authorized user for information and data provided by WIC shall not release that information, but may refer the requestor to the Administrator.
- Each Agency will make reasonable arrangements to maintain the security of the information and data in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- Each Agency will advise WICDAO and WIC immediately of any circumstances, incidents or events concerning the following: unauthorized access to or modification of information or data supplied by WIC; unauthorized use of such information and data; unauthorized disclosure of such information and data; and breaches of privacy, security and confidentiality with respect to the information and data or with respect to any computer system in its custody that is used to store or access such information and data.
- Each Agency must investigate and cure any of the aforementioned incidents of unauthorized use of WIC information and/or data.

- All employees of WIC and each participating Agency having access to information and data stored and maintained at WIC will be subject to a criminal investigation background check.
- Each Agency will inform the Administrator or his/her designee, in writing, when an employee or agent of the Agency is no longer authorized to access WIC as a representative of the Agency.

6. Third Party Dissemination of Information and Data:

There shall be no third-party dissemination by an Agency of information and data obtained through WIC without the express, written consent of the Administrator.

7. Accuracy:

Each Agency will make every reasonable effort to ensure the information and data it contributes to WIC is accurate, complete and up-to-date.

It is expressly understood and agreed that an Agency shall use the ordinary investigative tools to insure the objective reliability of any information and data received from WIC which is relied upon to conduct any police initiated encounters.

8. Modification or Termination – General:

This agreement may be modified or terminated at any time by agreement, in writing, of both parties.

9. Termination for Non-Compliance:

This agreement may be terminated at any time by either Party if the other Party fails to meet its obligations under this agreement.

It is expressly understood and agreed that this agreement will, at the election of the Administrator, cease immediately if a recipient Agency is found to be improperly using or disclosing the shared information and data. In addition, such improper use or disclosure will be subject to the penalties provided by applicable law.

10. Term of Agreement:

This agreement shall go into effect upon full execution hereof by both parties. It shall remain in effect unless and until terminated in accordance with paragraph 8 or 9.

11. Notices:

Any notices required by this agreement shall be in writing and shall be effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested, or by overnight courier, and mailed to the following addresses:

WCDA: Honorable Janet DiFiore
 District Attorney of Westchester County
 Westchester County Courthouse
 111 Dr. Martin Luther King, Jr. Blvd.
 White Plains, New York 10601

With copy to: Robert Kelly
 Executive Director
 Westchester Intelligence Center
 85 Court Street
 White Plains, New York 10601

Agency: Mamaroneck Village Police Department

12. Compliance with Law:

WIC and Agency will comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations in performing activities under this agreement.

13. Execution of Memorandum of Agreement:

By executing this agreement, WCDAO and Agency acknowledge that they have received a copy of this agreement and will comply with its terms and conditions. This Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. A complete original will be kept on file with WIC.