

ORDINANCE NO. 16-3497

AN ORDINANCE AUTHORIZING CITY OF CINCINNATI TO PROVIDE LICENSE PLATE  
READER SERVICES TO THE VILLAGE OF SILVERTON  
AND DECLARING AN EMERGENCY

WHEREAS, The City of Cincinnati has an ongoing program managing data and hardware for existing license plate reading infrastructure serving a regional need through partnerships with other participating government entities; and

WHEREAS, the Village of Silverton is committed to the safety and well-being of its residents and is interested in having fixed and mobile equipment that aid law enforcement in the reading of license plates; and

WHEREAS, the parties desire to enter into an agreement that will set forth the terms and policies governing the provision of police services; and


NOW THEREFORE, BE IT RESOLVED by the Village Council of Silverton, that:


SECTION I. The Village Manager is hereby authorized to enter into an agreement with the City of Cincinnati setting forth the terms and policies governing the use and maintenance of license plate reading equipment. The agreement is attached hereto and made a part hereof as Exhibit A.

SECTION II. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare of the citizens of the Village of Silverton; the reason for the emergency being the immediate need to apply for a state grant to pay for the equipment contemplated in this agreement. This Ordinance shall take effect and be in full force from and after its passage.

*PASSED this 17<sup>th</sup> day of March, 2016.*

ATTEST:

  
\_\_\_\_\_  
John A. Smith, Mayor

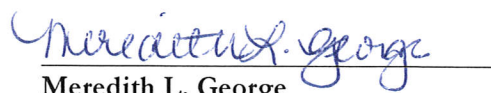
  
\_\_\_\_\_  
Thomas M. Carroll, Village Manager

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 16-3497 has been duly made by posting true copies in three (3) of the most public places in said municipality, as determined by Council as follows: 1) Parkview Lane at Railroad; 2) Silverton Municipal Building and 3) The Village of Silverton's Website. Said posting was for a period of fifteen days commencing March 18, 2016.

*Approved as to form:*

  
\_\_\_\_\_  
Mark Vander Laan, Village Solicitor

  
\_\_\_\_\_  
Meredith L. George  
Clerk of Council of Silverton, Ohio

**Local Government Safety Capital Grant Program LICENSE PLATE RECOGNITION  
PARTICIPATION AGREEMENT AND MEMEORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is made by and between the City of Cincinnati, Ohio, (the “City”, Administrating Agency) and the Village of Silverton, (the “Entity”).

**WHEREAS**, the parties hereto desire the Participating Agency to connect license plate recognition equipment to, and for participation in, the Southern Ohio Southeastern Indiana Northern Kentucky (“SOSINK”) Regional License Plate Recognition (“LPR”) Program provided through the Local Government Safety Capital Grant Program; and

**WHEREAS**, the SOSINK Regional LPR program is a collaborative effort from regional law enforcement agencies to capture license plate data using LPR image systems. The purpose of this effort is to identify plates of associated vehicles involved in criminal activity using vetted sources (i.e. FBI, NCIC, LEADS, LINKS) and capture surrounding or passing license plate data for investigative law enforcement purposes in accordance with applicable law; and

**WHEREAS**, as the current Administrating Agency, the Cincinnati Police Department, manages the Regional LPR Program, is responsible for the LPR Project Team, and holds the contract and ownership of the data center where LPR data resides; and

**WHEREAS**, the LPR Program Team works in conjunction with the LPR Committee and the SOSINK Committee; and

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties mutually agree as follows:

**1. Definitions.**

- a. Access Agency: Any public safety or law enforcement agency with active ORI that has access to the SOSINK LPR database and systems.
- b. Administrating Agency: The agency responsible for administering the LPR project and holding ownership of the data center contract where LPR data resides.
- c. Alert List (also known as Hot List): Lists of plates that are associated with known or suspected criminal activity. These alert lists are not real time; therefore, individuals receiving alerts must understand that positive responses or hits from the LPR systems are not probable cause for stopping, searching, or detaining a subject and that further investigation and/or confirmation must take place.
- d. Begin Shift: A process required at the beginning of each users shift where new alert lists, user information, and updates are downloaded into the mobile LPR system. Depending on the participating agency configuration, this transmission is done via broadband connection or flash drive.

- e. Collaborative Partner: A political subdivision is a county, township, municipal corporation, joint emergency medical services district organized under section 307.052 of the Revised Code, fire district organized under section 505.37 of the Revised Code, joint fire district organized under section 505.371 of the Revised Code, fire and ambulance district organized under section 505.375 of the Revised Code, joint police district organized under section 505.482 of the Revised Code, and joint ambulance district organized under section 505.71 of the Revised Code. A Collaborative partner may also qualify as a Participating Agency.
- f. Contributing Agency: Any agency (private or public) which owns LPR system(s) and only contributes LPR data to the SOSINK LPR database and systems but does not have query access.
- g. End Shift: A process required at the end of each users shift where all collected LPR data uploaded into the LPR database. Depending on the participating agency configuration, this transmission is done via broadband connection or flash drive.
- h. Fixed LPR: A specific type of LPR system that is permanently mounted to a pole or other structure to capture plate data on a roadway or ingress/egress.
- i. LPR Camera: Consists of a housing which includes a color overview lens to capture the surrounding view, infrared (IR) camera lens to capture retro reflective license plate images, and infrared illuminator diodes.
- j. LPR Database: A collection of LPR data to be used for investigative purposes only. The LPR database also stores data sets for the administration of the various users and LPR systems.
- k. LPR Integrator: A private vendor contracted by the Regional LPR program, Participating Agency, or Owner to perform duties related to LPR equipment such as installation, configuration, support, and maintenance.
- l. LPR System (“device”): A set of equipment used to capture license plate images and associated data. The equipment may include the following:
  - 1. One or more LPR cameras
  - 2. Processor for converting the images to text
  - 3. Optical Character Recognition (“OCR”) engine optimized for Ohio, Kentucky, and Indiana license plates
  - 4. GPS receiver
  - 5. Brackets or mounting hardware
  - 6. Connection cables

- m. Mobile LPR: A specific type of LPR system that is mounted semi-permanently to the light bar of a marked patrol vehicle. The mobile LPR includes one (1) to four (4) cameras, and the configuration is set at the discretion of the contributing agency based on driving patterns and street configurations.
- n. ORI: An NCIC ORI is a nine-character identifier assigned by the FBI to an agency which has met the established qualifying criteria for an ORI assignment. This identifier is used for the purpose of identifying the agency in law enforcement data transactions. An ORI identifies an agency by state and location within a state, and may indicate type of agency (sheriff's department, police department, court, district attorney, etc.).
- o. Participating Agency: Any public safety or law enforcement agency that owns and/or operates LPR cameras, contributes data to the LPR system, has an active ORI, and has access to the SOSINK LPR database and systems.
- p. Portable LPR: A specific type of LPR system to be used on a vehicle, similar to a mobile system but is clip or magnet mounted and can be moved from vehicle to vehicle. The portable LPR includes one (1) to four (4) cameras, and the configuration is set at the discretion of the contributing agency based on driving patterns and street configurations.
- q. SOSINK: Southern Ohio Southeastern Indiana Northern Kentucky region, a collaborative group of several types of agencies, including law enforcement, working together to enhance homeland security efforts in the region through funding and project management. SOSINK is comprised of the following counties:
  - 1. Hamilton
  - 2. Butler
  - 3. Warren
  - 4. Clermont
  - 5. Highland
  - 6. Clinton
  - 7. Adams
  - 8. Brown
  - 9. Dearborn
  - 10. Campbell
  - 11. Boone
  - 12. Kenton
- r. SOSINK LPR Committee: A small group of Participating Agency Commander and Administrators that advises the SOSINK LPR Program in procedure, policy and direction.
- s. VPN: Virtual Private Network is used to create a secure connection between agencies and the LPR network.

**2. Term.**

This term of this Agreement shall begin upon execution of this Agreement by both parties hereto and shall be in effect until May 31, 2018. The Agreement shall automatically renew unless otherwise terminated as indicated in Section 20 herein.

By signing this agreement, Entity agrees to be bound by the terms and expectations of the SOSINK LPR program set forth below. By connecting agency owned, leased, or granted devices to the SOSINK LPR network, the Entity and any contracted Participating agencies agree to abide by all SOSINK Regional LPR policies set forth herein and any Participating Agency policies and procedures for use of law enforcement information systems.

**3. Scope of Project.**

The Entity agrees to participate in the Regional LPR Program and connect to the LPR Program's LPR database and systems (the "Project"). (Entity shall indicate the number of LPR Systems to be provided and which will be connected to the Regional LPR Program in the blanks provided below.)

Y (Yes/No) The LPR systems will be operated by a Participating Agency ("Agency") contracted to provide police and public safety services on behalf of the Entity. If yes please indicate the name of the Participating Agency:

HAMILTON COUNTY Sheriff's Office

6 # of Fixed Mounted LPR Cameras and 1 # of sites (site design documentation must be included as an exhibit to this Agreement)

1 # of Mobile Vehicle LPR systems

Y This project includes data transfer mechanisms initially provided by the Regional LPR program (outline of data plan and design must be included as an exhibit to this Agreement)

**4. Ownership and Financial Responsibilities.**

The Entity retains ownership and responsibility for all devices, auxiliary, and data equipment. The Entity is liable for all physical equipment, liability resulting from the use of the equipment, and insurance.

The Entity retains ownership of any and all data that is contributed to the system. Therefore, all ownership rights are to the sole authority and responsibility of the Entity.

The Entity is responsible for providing and paying all costs associated with providing electricity or any other utility needed to power fixed mounted devices. The LPR Project Team and LPR Integrator may provide assistance on design and logistics as needed.

The Entity is responsible for providing and paying all costs associated with the data transfer mechanism for all LPR devices (fiber, wireless mesh, broadband) and any associated

equipment (firewalls, etc.). The Entity is responsible for providing and paying all costs associated with any ongoing data cost, unless specifically covered by the Regional LPR Program or the Participating Agency. The LPR Project Team and LPR Integrator will provide assistance on design and logistics for the data connection plan. To maintain security, the LPR Project Team reserves the right to modify or reject any data connection plan.

Software supporting the devices will be provided by the LPR Project Team to the Participating Agency; the price of which is included in the Entity's semi-annual fee paid to the Administering Agency on a per system basis. The Participating Agency is responsible for installation and configuration of the software on Participating Agency owned computer systems including vehicle Mobile Data Computers (MDC) and PCs.

The Entity is responsible for providing or permitting access to installation location or infrastructure, including but not limited to vehicles, poles, and gantries. The Entity is responsible for securing and executing any necessary or required right-of-way permits, easements, MOUs, or agreements with the owner(s) of the infrastructure. The Administering Agency will not be a party to any permit, easement, MOU, or agreement to provide such access.

The Entity understands that the Administering Agency operates the LPR database and that the Administering Agency will invoice the Entity semi-annually for its access and participation in the LPR database on a per LPR system basis. Entity agrees to pay a semi-annual fee of Three Hundred and Seventy Five Dollars (\$375.00) per LPR system with the first term one calendar year from the date of installation of the LPR system(s) This fee shall cover the following:

- 1) LPR software for the camera system and investigative query tools;
- 2) Software updates and upgrades;
- 3) Unlimited access and unlimited queries to the regional LPR query tool;
- 4) Unlimited number of users for the LPR system and query tool;
- 5) Daily access and downloads to the established regional alert lists;
- 6) Monitoring, management and maintenance of backend servers;
- 7) Backup of critical servers and all LPR data;
- 8) Data storage and purge according to retention policies
- 9) Quarterly usage reports
- 10) Quarterly training sessions;
- 11) First line support of LPR systems; and
- 12) Project management and regional coordination.

## **5. Support.**

All first-line support issues with LPR devices should be addressed with the LPR Program Team. The LPR Program team does not offer support on Participating Agency owned devices (MDCs, Laptops, Servers, etc.)

Any warranty related issue with LPR devices will be referred to the manufacturer and covered where applicable.

Warranty repair work on LPR devices may require operational assistance from Entity or Participating Agency (i.e. bucket truck, electrical contractors, fleet services, public works,

traffic/engineering, road closures, etc). The Entity is responsible for providing and paying for all costs associated with these ongoing operational support and logistics. The LPR Project Team will assist where possible to reduce the impact to the jurisdiction and Entity.

**6. Data Collection, Storage, and Retention.**

LPR devices will send license plate data directly to the SOSINK Regional LPR law enforcement database, where the data is stored to allow for both proactive and reactive investigative use.

Fixed LPR - The full plate information, including photos, is retained for a period of 1 year.

Mobile LPR- The full plate information, including photos, is retained for a period of 1 year.

As the Regional Server storage capacity or the overall project scope increases, this retention period may be modified at any time by the LPR project team. The LPR project team shall communicate any modifications to all participating agencies.

The data in this SOSINK Regional LPR law enforcement database is shared by the City, for the communal use by other law enforcement and government agencies that have a signed agreement with the City. All data use, sharing, distribution, dissemination, handling and use of information generated from LPR Devices installed by the Entity on the site and supplied to the SOSINK and the Regional LPR Program shall comply with the current municipal, state and federal laws, statutes, and regulations applicable to data collection, dissemination, and use.

**7. Data Sharing and Dissemination.**

Devices shall not send data to any other database or information source without prior written agreement from the SOSINK LPR Program.

All plate records from above devices will be available to all current and future SOSINK LPR law enforcement agencies with an active ORI for investigative and query purposes. Any private or non-law enforcement agency or entity will not have access to the captured LPR data.

Participating Agency is not to release, share, or distribute information from the LPR network without consent of the SOSINK Regional LPR Committee, except when such information has been subjected to additional verification and validation and serves a public interest to an investigation. Any public records request should be directed to the SOSINK Regional LPR Committee and the City Solicitor.

Information sharing with non-SOSINK law enforcement agencies should be dictated in accordance with the Participating Agency's established internal policies or MOUs.

**8. Proactive Monitoring and Alerts.**

As data is received by the LPR device, it is compared against existing, vetted, available criminal databases ("alert lists"). In the event a plate matches a vehicle record in a selected list, an alert is generated which allows appropriate action to be taken.

Fixed Alert – The LPR device will present the alert to the Regional LPR database. Alerts are visible to any law enforcement user logged into the LPR Alerting software and who is actively monitoring selected devices.

Mobile Alert – The LPR device will present the alert to the operator of the vehicle through software loaded on the MDC. The alert is limited only to the vehicle operator and is not broadcasted or dispatched. On each resulting alert the operator is required to enter a disposition indicating the action taken or not taken on the alert.

The alert lists are received by the Regional LPR server at scheduled intervals, (times vary depending on the source) and are passed to the vehicle at the time of the begin shift procedure (mobile) or as the alert list is updated (fixed).

The alert lists are set per device and limited only to those approved for each agency/jurisdiction/county/state. All agencies will receive the Regional Vehicles of Interest, a list of plates of urgent nature i.e immediately occurring crimes, Amber alerts, etc.

The LPR Project Team will serve as the central administrator and representative on behalf of the Participating Agency for any state or national alert lists. The Participation Agency will not be required to sign separate agreements with these entities or support additional data connections.

Law Enforcement Users of the LPR system understand that positive responses or alerts from the LPR device are not alone probable cause for stopping, searching, or detaining a subject and that further investigation and/or confirmation must take place. This is reviewed with all officers as part of initial field training and the Participation Agency is responsible for ensuring this practice is maintained by all Agency officers who use the LPR device.

Response or action to each alert is at the discretion of the the Participation Agency and monitoring officer/personnel. The Regional LPR Program does not monitor alerts nor dictate a requirement for proactive monitoring, either fixed or mobile. Each Participation Agency is responsible for developing a policy and/or procedure for monitoring LPR devices and responding to alerts within the Participation Agency. If the Participation Agency does not have jurisdiction to respond to alerts, the Participation Agency shall develop a policy with the appropriate law enforcement.

Custom or Participation Agency Specific Alert lists are permissible on a limited basis with the approval of the Regional LPR Committee and the completion of the Alert List Request Form.

## **9. Access.**

Participation Agency, with an active ORI, will have access to the LPR Network as it is restricted to authorized law enforcement personnel and only for legitimate and active law enforcement investigative purposes and in accordance with the Participation Agency established information security policies and personnel policies and procedures. Agencies without an active ORI are encouraged to engage their local or regional law enforcement contact to assist with LPR monitoring and investigations.



If a Participation Agency has an active ORI the following applies:

Access to the LPR network will be done over a secure law enforcement terminal; it is the Participation Agency's responsibility to maintain security on its terminals and networks used to connect to the LPR network.

Username and passwords to the LPR database are not transferable, cannot be shared by staff, and must be kept private. They protect the LPR network from unauthorized use and provide accountability for actions performed by users. All Participation Agency user access and queries will be recorded and subject to review and audit by the LPR Project Team. Audit records are retained indefinitely and will be reviewed quarterly.

A single Participation Agency LPR Network password will be assigned and managed by the LPR project team if needed.

Participation Agencies shall strictly adhere to all applicable local, state, and federal laws. Unauthorized use or misuse of this or any law enforcement system may be a violation of Ohio Revised Code and violators will be prosecuted.

Entity agrees to appoint a Participation Agency Liaison who is responsible for maintaining user access for the Participation Agency. This may include user creation and password updates. The Participation Agency Liaison is responsible for LPR support and assistance. This includes facilitating access to the equipment, ensuring the equipment is in proper working order, and troubleshooting of Participation Agency specific systems (IT, power, infrastructure, etc).

#### **10. Confidentiality.**

The Entity, its agents, and its employees will keep and retain any and all information and records generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City through the Department or Division Director. The Entity warrants that it has and will continue to have safeguards in place to assure that the Entity, its agents, and its employees keep such information and records confidential.

The parties acknowledge that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Entity or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the City will notify Entity of its intent to release records to the requestor. Entity shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor, providing redacted copies of the documents, or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Entity or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such

records. Entity and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. Entity will defend the City against any third party claim related to Entity's designation of certain records as exempt from public disclosure ("Claim"). The City will promptly notify Entity of the Claim, and will allow Entity to control the defense and settlement thereof.

**11. Reports, Information, and Audits.**

The Entity, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Entity shall retain all financial and administrative records for a minimum of three years following completion of the Agreement, and shall permit the City or any of its representatives or auditors access to such records.

**12. Proprietary Materials.**

The City acknowledges that in the course of performing services, the Entity may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Entity acknowledges that in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

**13. Notices.\***

**Service** - This Agreement requires that all notices shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

i. To the City: Tom Carroll  
Village Manager  
6860 Plainfield Road  
Cincinnati, Ohio 45236

ii. To the Entity:

\* This Entity contact information will also be used as the name and address to which the City will send the semi-annual invoices.

**14. Waiver.**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**15. Law to Govern.**

This Agreement is entered into and is to be performed in the State of Ohio. The City and the Entity agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**16. Forum Selection.**

The Entity and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Entity to the City in connection therewith.

**17. Amendment.**

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

**18. Entirety.**

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**19. Severability.**

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

**20. Termination.**

Failure to abide by the terms and conditions set for in this agreement, unauthorized use, misuse, or any other abuse either intentional or otherwise, may result in the removal of users up to revocation of full LPR system access to the Entity. The City may terminate this Agreement due to failure to abide by the terms and conditions set forth herein without providing prior written notice. If City terminates Agreement due to fault of Entity, City shall provide written notice to Entity within seven (7) days after termination. Any violations or suspected violations of the terms of use agreement should be reported to SOSINK Regional LPR Committee immediately.

Either party may terminate the Agreement by providing thirty (30) days written notice by registered or certified mail.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the City and Entity have executed this Agreement on the dates indicated below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Name: Harry Black  
Title: City Manager  
Date: \_\_\_\_\_


Recommended by:

By: \_\_\_\_\_  
Name: Chief Elliot Isaac

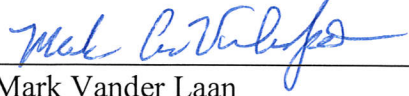
Approved as to Form:

By: \_\_\_\_\_  
Name:  
Title: Assistant City Solicitor


Village of Silverton

By:   
Name: Tom Carroll  
Title: Village Manager  
Date: 3/17/2016

Approved as to Form:

By:   
Name: Mark Vander Laan  
Title: Village Solicitor

Designated Participating Agency Liaison:

By:   
Name: THOMAS BUTTEL  
Title: LIEUTENANT  
Phone: 513-792-6572  
Email: tbuttel@sheriff.henry-co.org  
Address: 6860 Plzishaw Rd  
Cincinnati OH 45236

Agency ORI #: 0140310000