

CITY OF ROSEVILLE POLICE DEPARTMENT ALPR DATA SHARING REQUEST AND AGREEMENT

1. Automated License Plate Reader ("ALPR") technology allows for the automated detection of license plates. The City of Roseville Police Department ("Department") uses ALPR technology to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates, and missing persons. ALPR data may also be used to gather information related to active warrants, homeland security, active criminal investigations, suspect interdiction, and stolen property recovery.
2. The Department, upon request, may choose to share its ALPR data with outside law enforcement agencies. The undersigned agency ("Agency") desires to utilize the Department's ALPR data, and has requested that the Department share such data with the Agency.
3. By signing this ALPR Data Sharing Request and Agreement ("Agreement"), Agency expressly acknowledges and agrees to the following terms:
 - a. The Agency shall comply with all applicable laws, rules, and regulations pertaining to use of ALPR data.
 - b. The Agency shall have an ALPR administrator that is responsible for developing, implementing, and overseeing guidelines and procedures for use of ALPR data, including compliance with the requirements of Civil Code §§ 1798.90.51 and 1798.90.53, and this Agreement.
 - c. Agency's use of Department's data shall be for official law enforcement purposes only.
 - d. When an Agency employee accesses or uses any Department data, the following information shall be entered upon each search:
 - i. The name of the employee accessing or using the data; and
 - ii. A related case number, incident number, or call for service (CFS) number.

If no case number, incident number, or CFS number is available, the employee must provide a detailed reason for the search. The Agency's ALPR administrator or other appropriately designated individual shall conduct audits of Agency's searches at least every sixty (60) days to ensure compliance with this requirement.

- e. All Department data and images accessed are for the official law enforcement purposes of the Agency and shall not be accessible to the public. Department data shall be closely safeguarded and protected by all means possible. All Department data shall be accessible only through a login/password protected system capable

of documenting all access of information by name, date, and time. Department data shall not be shared with other agencies, including law enforcement agencies, without the express written consent of the Roseville Police Department.

- f. Prior to any Agency employee using Department data, such employee must be provided a copy of this Agreement and directed to comply with its terms.
4. The Roseville Police Department, in its sole discretion, and for any or no reason at all, may revoke, rescind, or otherwise terminate Agency's access to or use of Department's ALPR data without notice.
5. Agency agrees to waive and release, and to indemnify, defend, and hold harmless the Department and its elected officials, employees, and agents from any claims arising from or related to Agency's use of Department's ALPR data.
6. Agency hereby represents and warrants that the person(s) executing this Agreement is/are lawfully entitled and authorized to bind the Agency to the terms of this Agreement.
7. This Agreement shall be valid from the date signed below and shall continue in full force and effect unless and until terminated by the Agency or Department.

Requesting Agency Information:

Name: Benicia Police Department

Address: 200 East L Street
Benicia CA 94510

Phone #: 707 745 3412

Agency Signatures:


Authorized Signature

Edward Criado, Deputy Chief
Printed Name, Title

11/21/24
Date


Signature

Edward Criado, Deputy Police Chief.
Printed Name, Agency's LPR Manager

