

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
AND  
THE LOS ANGELES HARBOR DEPARTMENT, PORT POLICE  
REGARDING  
THE SHARING OF AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM  
INFORMATION FOR LAW ENFORCEMENT PURPOSES**

**I. OVERVIEW**

**A. Introduction**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into by and between the Los Angeles Police Department (“LAPD”) and the Los Angeles Harbor Department, Port Police (“Harbor” or “Port”)(collectively, “the Parties”) concerning the sharing of Automated License Plate Recognition (ALPR) System information for law enforcement purposes.

**B. Purpose**

The provisions of this MOA outline the terms, conditions and responsibilities under which the Parties shall reciprocally share and use “scanned plate” and “hot list” ALPR information for official law enforcement purposes.

**C. Background**

ALPR system technology is a computerized database resulting from the operation of one or more mobile or fixed ALPR cameras which read and convey images of license plates and the characters they contain into computer-readable data. The data collected by the ALPR cameras consists of a photo of the vehicle license plate, the date, time and location the photo was taken, and the identification number of the ALPR camera capturing the information. The ALPR system records and stores license plate information only. The captured data can be automatically compared against a law enforcement database (i.e., “hotlist”) of stolen or wanted vehicles as well as vehicles associated with Amber Alerts or outstanding warrants. When used effectively and in accordance with established laws and policies, the ALPR data can be used as an effective tool in law enforcement investigations, situational awareness operations and responses to cognizable threats to public safety.

Both Parties provide law enforcement services in and around the Los Angeles Harbor Area and District, including the Port of Los Angeles. The Parties have a mutually-vital interest in protecting the safety and welfare of their respective jurisdictions. The sharing of ALPR data furthers collaboration between the Parties in enabling broader search coverage across jurisdictional lines.

## **II. SHARING OF ALPR INFORMATION**

### **A. Authorization**

The Parties are authorized to share with the other ALPR license plate and “hot list” information from their respective databases or networks as permitted by law and in accordance with established policies and procedures. The Parties are responsible for withholding any information it does not want to share with the other. The Parties are not required by this Agreement to share any ALPR information with the other.

This Agreement authorizes only the Parties to share ALPR information with each other. ALPR information shall only be shared with other local law enforcement agencies that have sharing agreements with the respective Parties. The sharing of ALPR information of the respective Parties outside of the agency with whom the respective Parties have an agreement is prohibited.

The sharing and use of ALPR information shall be for authorized and official law enforcement purposes only. Only authorized and trained law enforcement personnel currently employed by and in good standing with their respective agency shall access and use ALPR information. Shared ALPR information shall not be sold, shared, transferred, or otherwise disclosed for commercial purposes or to persons or entities that are not authorized to access or use ALPR information. ALPR information shall not be used for non-criminal immigration enforcement purposes in accordance with law.

### **B. Usage and Privacy Policy**

The sharing of ALPR information under this Agreement shall not contravene or overrule the ALPR usage and privacy policies of the respective Parties.

## **III. AUDITS AND QUALITY ASSURANCE**

Each Party shall manage and maintain a database of records of ALPR End-User activity, including all queries to the ALPR system. The Parties shall make reasonable efforts to assure the accuracy and reliability of ALPR information, particularly prior to taking any enforcement-related action. ALPR information errors shall be immediately reported and promptly remedied. The Parties shall verify that the most current “hotlists” have been refreshed and uploaded.

The Parties shall periodically review, inspect and audit their respective ALPR systems and networks, including access and use of ALPR information, in accordance with each Party’s respective audit policies.

## **IV. CONFIDENTIALITY, SECURITY AND RECORD RETENTION**

ALPR information is confidential and is not subject to public disclosure except as otherwise required by law. Only authorized and trained law enforcement personnel

currently employed by and in good standing with their respective agency shall access and use ALPR information. The Parties shall maintain reasonable security safeguards and confidentiality protocols as required by law to protect ALPR data from unauthorized access, use, loss, modification or disclosure. Each Party shall establish its own ALPR usage and privacy policy as required by law.

Shared ALPR information shall be retained and deleted in accordance with each Party's established ALPR retention and deletion policies.

## **V. TERM**

The term of this MOA will commence on and will expire three years from the date of the last signature to this MOA, unless terminated early by written agreement. Either Party may terminate this Agreement without cause by providing the other Party with at least 30-days written notification of its intent to terminate and specifying the termination date, served on a representative of the Party by certified mail and facsimile. Unless written notice is provided by one Party to the other Party of non-extension of the MOA at least thirty (30) days prior to the date of expiration, this Agreement will be automatically extended for a one-year term commencing the next day after expiration, subject to the same terms and conditions as the initial term. Either Party may re-negotiate the terms of the Agreement during the term of the Agreement and up to 30 days prior to the renewal date.

## **VI. PROVISION OF LAW AND SEPARABILITY**

The Parties agree that this MOA is subject to all applicable current and future federal, state, and local laws, the Los Angeles City Charter, and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part, or provision of this MOA is in conflict or inconsistent with such Laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such MOA article, part, or provision will be suspended and superseded by such Laws and/or court ruling, and the remainder of this MOA will not be affected thereby, unless the essential purpose of this MOA will be materially impaired thereby.

Nothing in this MOA is intended to restrict or limit the authority and duty of the Chief of Police to enforce City Ordinances and the penal provisions of the City, State, and federal government, and to perform the law enforcement responsibilities mandated by Executive Directives of the City of Los Angeles. In addition, the Chief of Police, LAPD, or his/her designee is the final authority and is responsible for all personnel matters involving members of the LAPD.

## **VII. RESOLUTION OF DISPUTES REGARDING TERMS OF THIS AGREEMENT**

- A.** Should any dispute arise, both Parties agree to meet in good faith within five (5) business days to resolve the dispute. Both Parties commit to

dedicate the necessary time and personnel to promptly resolve all disputes.

- B.** MOA-related disputes between the Parties will be resolved through the appropriate chain of command. If the matter in dispute involves a law enforcement issue that requires immediate resolution, the decision of the on-duty Watch Commander of the respective Area will be followed until the matter can be reviewed at a higher level.
- C.** Every effort has been made to incorporate the concerns of both agencies while ensuring effective and efficient services to the public.

## **VIII. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf or signatures in another electronic format designated by City and sent by email shall be deemed original signatures.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
EUGENE D. SEROKA, Executive Director  
City of Los Angeles, Harbor Department

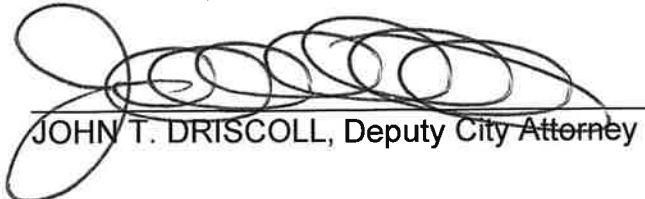
Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

LOS ANGELES POLICE DEPARTMENT

By:  Date: 5-10-22  
MICHEL R. MOORE  
Chief of Police  
Los Angeles Police Department

APPROVED AS TO FORM AND LEGALITY

6-28-22, 2022  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By:   
JOHN T. DRISCOLL, Deputy City Attorney