

ELSAG EOC
Memorandum of Understanding

Colorado State Patrol – ATICC
and
the Denver Police Department

The Colorado ELSAG EOC is an initiative of the Colorado State Patrol, Auto Theft Intelligence Coordination Center (ATICC) to create an information sharing system designed to replicate, maintain, and share law enforcement license plate reader systems from all participating state and local public safety agencies within the State of Colorado.

CONCEPT

The goal of this project is to share license plate recognition data among all contributing agencies that have established this Memorandum of Understanding with the Colorado ELSAG EOC, managed by the Colorado State Patrol (CSP) ATICC. Participating agencies will share license plate reader (LPR) information for replication to the data warehouse or as part of a central querying system hosted by the Colorado ELSAG EOC and will have the capability to query all LPR based information from around the State of Colorado which is stored within the warehouse.

PURPOSE

This Memorandum of Understanding (MOU) sets forth an agreement between and defines the roles and responsibilities of ATICC and the Denver Police Department, in implementing connectivity to the Colorado ELSAG EOC.

RESPONSIBILITIES

The roles and responsibilities of CSP ATICC in this MOU are as follows:

- ATICC will establish the Colorado ELSAG EOC as a shared information system to the benefit of all public safety agencies in the State of Colorado.
- ATICC will appoint a project manager to oversee the Colorado ELSAG EOC and implement the terms and conditions of this MOU.
- ATICC AND the ATICC initiative will direct the management of all obligations, responsibilities, and assets of the Colorado ELSAG EOC, including but not limited to:
 - o Any and all contractual obligations for development, implementation, expansion, maintenance, and management of the Colorado ELSAG EOC,
 - o Ownership of any and all equipment in the inventory of the Colorado ELSAG EOC, including but not limited to servers, workstations, communications devices, routers, firewalls or other hardware, and all software in use or under development in compliance with the requirements of the Colorado ELSAG EOC.
 - o Security and control of any data resident in the Colorado ELSAG EOC data warehouse, to exclusive Law

Enforcement use as defined by the ATICC ELSAG EOC protocol manual.

- o ATICC will design and implement a governance structure appropriate to the proper operational maintenance of the Colorado ELSAG EOC and providing appropriate levels of input to all participating agencies.
- o ATICC will provide an Administrator for the Colorado ELSAG EOC to provide vetting and establishment for **Denver Police Department's** personnel, including authorization for the CSPD Administrator.
- o ATICC will adopt Security Policies and Procedures as may be consistent with appropriate security and maintenance of the system for all participating agencies. This document shall become the governing MOU for participation in the Colorado ELSAG EOC upon ratification of the participating agencies.
- o ATICC will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware/software solutions, as well as for any training required, for the purposes of this project.
- o ATICC will assist in obtaining the cooperation of any third-party contractor or vendor approved by them to provide license plate reader systems in the State of Colorado and/or internal or external technology providers (e.g. Colorado CIO / Other participating agencies / State of Colorado information technology staff) as may be reasonably necessary for the purposes of this project.
- o ATICC will assist in creation of the lessons learned and final reporting and documentation of the project. The input provided by ATICC will be utilized for future distributions and use of the system at other hosting agencies.

The roles and responsibilities of the **Denver Police Department** in this MOU are as follows:

- The **Denver Police Department** agrees to share ALPR data with other law enforcement agencies utilizing the Colorado ELSAG EOC.
- The **Denver Police Department** agrees to use the Colorado ELSAG EOC in compliance with federal, state and local laws, regulations and policies.
- The **Denver Police Department** agrees to retain all ALPR records no longer than one year from the date of the read (§24- 72-113 C.R.S.) unless such ALPR records are evidentiary records in a criminal or civil case.
- The **Denver Police Department** agrees to the ELSAG EOC Policies and agrees to be responsible for all authorized users identified by their agency, including vetting, training and monitoring of the users.
- The **Denver Police Department** maintains sole authority and responsibility for determining the actions, if any, which are appropriate for the department's information technology environment, and for implementing any changes deemed to be appropriate to the purposes of this project.
- The Crime Analysis Supervisor of the **Denver Police Department**, or an appropriate designee, will be available, as reasonably required, to give guidance and approval to technical and non-technical requirements of this assistance project.
- The Chief or Sheriff of the **Denver Police Department** will adopt the Colorado ELSAG EOC protocol manual, which is the governing MOU for participation in CSP ATICC, and agrees to remain in compliance with the requirements, policies, and practices as outlined therein for the duration of participation in CSP ATICC.
- The Chief or Sheriff of the **Denver Police Department** will appoint a representative as the agency's CSP ATICC Project Manager who will be responsible for the overall coordination of the project on behalf of the department.

- The **Denver Police Department** will make reasonable accommodations for access by ATICC staff to their facilities and license plate reader system as may be required in furtherance of this project.
- The **Denver Police Department** will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware / software solutions, as well as for any training required, for the purposes of this project.
 - The **Denver Police Department** will assist in obtaining the assistance of any third party contractor or vendor associated with their license plate reader system and / or internal or external technology providers (e.g. county / municipal information technology staff) as may be reasonably necessary for the purposes of this project.
- The **Denver Police Department** will assist in creation of the lessons learned and final report of the project.

The roles and responsibilities of all agencies in this MOU are as follows:

- All contributing agencies shall develop and maintain an LPR data usage policy that addresses privacy concerns. Such usage policy may be derived from the International Association of Chiefs of Police publications pertaining to license plate readers.
- The ownership of the data that is contributed in this system shall remain with the contributing agency. Therefore, all ownership rights are to the sole authority and responsibility of the contributing agency. The data in this system is shared by the contributing agency, for the communal use by other law enforcement and government agencies that have this signed agreement with CSP ATICC, but shall adhere to the contributing agency's usage policy when using the contributing agency's data. All data use and handling shall comply with the current laws and statutes with respect to the data.

ATICC shall develop and maintain an LPR data retention policy that can address privacy concerns in accordance with current federal and state legislation and statutes and may be limited by system capability. All contributing agencies shall adhere to the data retention policy until such time that the **Denver Police Department** has developed their own policy. At that time, the **Denver Police Department** may submit a memorandum to this MOU to address the retention of the data owned by the **Denver Police Department**. Such data retention policy may be derived from the International Association of Chiefs of Police publications pertaining to license plate readers.

FUNDING

Any costs associated with maintenance, upgrade, or changes required directly to the contributing agency's LPR system or existing computer network in order to accommodate implementation of the Colorado ELSAG EOC interfaces and replication, or costs incurred on behalf of the Colorado ELSAG EOC as a result of changes to the agency system(s) which adversely affect the Colorado ELSAG EOC replication, may be the responsibility of the **Denver Police Department**.

TERM

ATICC anticipates the duration of this implementation to October 31, 2026, but may be extended at the discretion of the Taskforce Commander of ATICC if requested by the **Denver Police Department**. Such extension must be documented

through appropriate addendum to this MOU agreeable to both parties.

Termination: Either party may terminate this Agreement, in whole or part, for any or no reason, upon thirty (30) days' advance written notice.

AMENDMENTS

No amendment or modification of the MOU shall be valid unless expressed in writing and executed by the parties in the same manner as the execution of this MOU.

ACKNOWLEDGEMENT

The parties represent or warrant to each other that they have all the necessary authority to enter into this MOU and to perform their obligations hereunder. This MOU will be effective upon signature of all parties.

This Memorandum of Understanding will be effective upon signature of all parties.

*****SEE ATTACHED SIGNATURE PAGES*****

Contract Control Number:
Contractor Name:

POLIC-202579133-00
Colorado Department of Public Safety - Colorado State
Patrol


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 4/30/2025 | 3:48 PM MDT

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

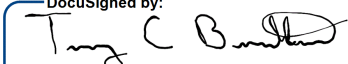
DocuSigned by:

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Clerk and Recorder/Public Trustee
Paul Lopez

By: DocuSigned by:


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Mayor
Michael Johnston


APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

23D68069A1B8424...
Assistant City Attorney
Troy Bratton

REGISTERED AND COUNTERSIGNED:

By: Signed by:

14802B5344994F8...
Deputy Chief Financial Officer
Stephanie Karayannis Adams

By: DocuSigned by:

BBCE7E84F447468...
Auditor
Timothy O'Brien

Contract Control Number:
Contractor Name:

POLIC-202579133-00
Colorado Department of Public Safety - Colorado State
Patrol

DocuSigned by:

LtCol Joshua B. Downing

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By: _____

LtCol Joshua B. Downing

Name: _____

(please print)

Lieutenant Colonel

Title: _____

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

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