INTERAGENCY AGREEMENT BETWEEN THE CITY OF FERNDALE POLICE DEPARTMENT AND CLIO FOR INFORMATION EXCHANGE AND USE

WHEREAS, The CITY OF FERNDALE POLICE (Ferndale) and the CITY OF CLIO POLICE DEPARTMENT (CLIO) are criminal justice agencies, (collectively, "the Agencies") formally recognized by the Federal Bureau of Investigations and the Michigan State Police; and

WHEREAS, Ferndale receives license plates based extract files from the Michigan State Police for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, CLIO wishes to routinely receive the LPR extracts from Ferndale for the administration and investigation of criminal justice;

WHEREAS, Ferndale also wishes to routinely receive the LPR extracts from CLIO for the administration and investigation of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with the Michigan State Police;

NOW THEREFORE, the parties agree as follows:

1. Data collected by the Agencies through Flock Systems shall be shared to the Agencies.
2. Each Agency will provide the data from Flock Systems at no cost.
3. The Agencies agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. The Agencies agree to provide valid investigative information (Incident Report Number) within the FLOCK system with regards to the use of said electronic systems.
5. To the extent provided by the laws of Michigan, each Agency agrees to be responsible for the violations, negligent acts or omissions of their own personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
6. The Agencies have an obligation to report instances of misuse to the Michigan State Police for follow up of applicable investigation and applicable discipline.

7. Either Agency may terminate this agreement upon thirty (30) days written notice, except that an Agency may terminate this agreement immediately and without notice upon finding that the other Agency has violated the terms of this agreement.

This agreement constitutes the entire agreement between the Agencies and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the Agencies hereto have caused this agreement to be executed by the proper officers and officials.

Agency Name: City of Ferndale Police Department

_____ Date_____

Title_____

Agency Name: CITY OF CLIO **Police Department**

Wendel M. Millstead Date 04/17/2025

Title: CHIEF OF POLICE