

MEMORANDUM OF UNDERSTANDING

Governing Access to Tompkins County Law Enforcement Flock Safety LPR Systems

This Memorandum of Understanding (“MOU”) is entered into by and between the undersigned participating law enforcement agencies (“Participating Agencies”) within Tompkins County.

I. Purpose

The purpose of this MOU is to establish uniform standards, accountability measures, and usage restrictions governing access to Flock Safety License Plate Reader (LPR) data controlled by various law enforcement agencies within Tompkins County.

This agreement ensures that all searches are conducted for legitimate law enforcement purposes¹are properly documented and not used for prohibited purposes.

II. Authority

Each agency maintains administrative control over its respective Flock Safety LPR system and associated data. Access granted amongst Participating Agencies is discretionary and conditioned upon compliance with this MOU, New York State law, and all applicable constitutional protections.

III. Authorized Use Requirements

A. Case Number Requirement

All searches conducted by the Participating Agency shall:

1. Be tied to an active and legitimate criminal investigation or law enforcement matter; and
2. Include entry of a coordinated and traceable Case Number in the designated case field within the Flock system at the time of the search.

The Case Number must correspond to an official report or documented investigative matter within the Participating Agency’s records management system.

B. Specific Search Justification Requirement

Each search must include a specific and articulable law enforcement reason.

Overly broad, vague, or generalized terms are prohibited, including but not limited to:

- “Suspicious”
- “Investigation”
- “Check”

¹ Wherever used in this MOU, the term “law enforcement matter” shall be defined broadly to include operations pertaining to campus safety conducted by peace officers on college campuses;

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- “Information”
- “Intel”
- “General inquiry.”

Acceptable justifications must clearly articulate the criminal conduct or specific investigative purpose (e.g., “Burglary investigation – X26-01234”).

For educational institutions, enforcement of such adopted rules and regulations applicable to campus grounds and buildings within Tompkins County, as outlined in Sections 5708, 5709, and 6430 of the NYS Education Law, and Section 2.10(74)(b) of the NYS Criminal Procedure Law.

C. Searches Conducted on Behalf of External Agencies

Any Participating Agency responding to a search request from a law enforcement agency without its own independent Flock Safety contract shall remain solely responsible for ensuring that any search conducted is performed in strict adherence to the standards, safeguards, and use limitations established in this MOU. All such searches shall be subject to the same documentation, auditing, and compliance requirements applicable to Participating Agencies.

IV. Prohibited Uses

The Flock Safety LPR system under the control of each Participating Agency shall NOT be used:

1. For civil immigration enforcement purposes, in the absence of a judicial court order or warrant.
2. To identify, locate, detain, or investigate individuals solely based on actual or suspected immigration status.
3. To voluntarily assist, aid, or support federal agencies in conducting civil immigration enforcement operations.
4. For personal, political, or non-official use.

V. Audit and Oversight

A. Each Participating Agency reserves the right to conduct periodic audits of its own systems of searches conducted by other Participating Agencies for compliance.

B. Searches lacking a valid Case Number or containing vague or insufficient justification may result in:

- Written notice of violation.
- Temporary suspension of access; or
- Permanent revocation of system access to another Participating Agency’s system.

C. Participating Agencies agree to cooperate fully with any audit or review conducted by a Participating Agency.

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VI. Training and Acknowledgment

Participating Agencies shall ensure that all authorized personnel:

1. Receive training regarding proper LPR usage and constitutional limitations.
2. Review this MOU before being granted access; and
3. Acknowledge that violations may result in disciplinary action and loss of access.

VII. Term and Termination

This MOU shall remain in full force and effect unless terminated by a Participating Agency. The termination of this MOU by one or more Participating Agencies shall not impact or impair the rights or obligations of the remaining Participating Agencies. Participating Agencies retain sole discretion to suspend or revoke access at any time for noncompliance or misuse.

VIII. Agreement

By signing below, the Participating Agency acknowledges and agrees to abide by the terms and restrictions contained herein.

TITLE <i>SHERIFF</i>	PRINTED NAME <i>DEREK R. OSBORNE</i>
AGENCY: <i>TOWNSHIP COUNTY SHERIFF'S OFFICE</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>2/24/26</i>

TITLE <i>CHIEF</i>	PRINTED NAME <i>ERIC STICKEL</i>
AGENCY: <i>CORNELL UNIVERSITY POLICE DEPARTMENT</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>2/24/26</i>

TITLE <i>CHIEF OF POLICE</i>	PRINTED NAME <i>BRUCE (JOE) NELSON</i>
AGENCY: <i>TRUMANBURGH VILLAGE POLICE DEPT.</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>2/24/26</i>

TITLE <i>Chief</i>	PRINTED NAME <i>Troy A. Boice</i>
AGENCY: <i>Groton Police Department</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>2/25/26</i>

TITLE <i>Chief</i>	PRINTED NAME <i>Jerry L. Wright</i>
AGENCY: <i>Village of Cayuga Heights PD</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>02/24/2026</i>

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TITLE CHIEF/EXEC. DIRECTOR	PRINTED NAME SCOTT N. GARIN
AGENCY: IOWA COLLEGE OFFICE OF PUBLIC SAFETY	
SIGNATURE 	DATE 02/26/2026

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