

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEROY AND THE OFFICE OF THE SECRETARY OF
STATE OF ILLINOIS

ACCESS TO THE CITY OF LEROY'S ALPR SYSTEM DATA

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of LeRoy and the Office of the Secretary of State of Illinois ("ILSOS") regarding access to the City of LeRoy's Automated License Plate Reader ("ALPR") related data (hereinafter "ALR Data"). The City of LeRoy and ILSOS may each be referred to herein individually as "Party" and collectively as the "Parties".

- A. The City of LeRoy agrees to provide ILSOS access to the following ALPR Data:
1. Organization Audit:
 - i. The report shall include data logged from the period January 1, 2025 through August 31, 2025.
 - ii. Audit data shall be provided in a structured format such as .csv, .xis, or another machine-readable database filetype.
 2. Network Audit:
 - i. The report shall include data logged from the period of January 1, 2025 through August 31, 2025.
 - ii. Audit data shall be provided in a structured format such as .csv, .xis, or another machine-readable database filetype.
- B. ILSOS agrees that it shall use ALPR Data provided pursuant to this MOU solely for the purpose of performing a review of usage of ALPR data as mandated by the Illinois Vehicle Code. The following uses of ALPR Data are strictly prohibited:
1. ALPR Data shall not be used to deny or interfere with a person's right to choose or obtain reproductive healthcare;
 2. ALPR Data shall not be used to permit the detention or investigation of a person based on the person's immigration status.
 3. ALPR Data shall not be shared with federal Immigration and Customs Enforcement agency;
 4. ALPR Data shall not be used, intentionally or otherwise, in any way that violates the Illinois Personal Information Privacy Act.

- C. ILSOS shall maintain the confidentiality and security of ALPR Data and protect the same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. In no event may ILSOS disclose, in whole or in part, any ALPR Data provided pursuant to this MOU to any third-parties.
- D. In the event of a Data Breach, defined as any unauthorized access to any ILSOS system leading to the accidental or unlawful access to or disclosure of information that is protected by law and provided to ILSOS pursuant to this MOU:
 - 1. ILSOS must provide written notice of the Data Breach to the City of LeRoy no later than one (1) business day following discovery of the Data Breach.
 - 2. Upon receiving notice of a Data Breach, the Parties must promptly meet and cooperate to determine the nature and cause of the Data Breach, the persons impacted, the actions necessary to remediate the Data Breach, and the Parties' notification responsibilities to impacted persons.
 - 3. The Parties must promptly provide all notice required by law to all persons impacted by a Data Breach.
- E. To the extent permitted by Illinois law, ILSOS agrees to indemnify, protect, and hold harmless the City, and its elected or appointed officers, officials, employees, and agents from any liability claims, loss, damage, or expense of any kind arising directly or indirectly out of ILSOS's actions or inactions under this MOU.
- F. Notice: All Notices provided pursuant to this MOU must be (a) in writing; (b) delivered by e-mail, personal delivery, or sent by commercial delivery service or certified mail, return receipt requested; (c) deemed to have been given on the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt; and (d) addressed to the addresses and persons set forth below, or to such other addresses as may be designated:

LeRoy Police Department

Chief Jason T. Williamson
110 S. East St.
LeRoy, IL 61752

ILSOS

Office of the Secretary of State of Illinois
Attn: Office of General Counsel
298 Howlett Building
Springfield, IL 62756

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

For ILSOS:

9/5/25

Date

[Printed Name]

Senior Legal Advisor

[Title]

For CITY OF LEROY

9/8/2025

Date

[Printed Name]

CITY ADMINISTRATOR

[Title]