Bill No. 13889 Ordinance No. 24-121

Sponsors: Denise Mitchell, Mary West, Mark Hollander, Justin Foust, Michael Flandermeyer, Vince Ratchford, Michael Galba, Bill Otto

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES AND REGIONAL JUSTICE INFORMATION SERVICE (REJIS) FOR FACIAL RECOGNITION SOFTWARE ACCESS AND AN ACCEPTABLE USE POLICY.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding between the City of St. Charles and the Regional Justice Information Service (REJIS) for Facial Recognition Software Access and Acceptable Use Policy, is approved. The Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Memorandum of Understanding and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Sept. 3, 2024 — Date Passed

Michael Galba, Presiding Officer

9.4.24 — Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

for Michael P. Cullen, City Attorney 8/26/24 Date

City Clerk

Notice of Signature Request

Attention: Siobhan Morris Date Sent: 9/5/24

Department: Police Return By: ASAP

File Number: ORD 24-121

Company/Organization: Regional Justice Information Service (REJIS)

Topic: See attached

Original Contracts are attached which requires the signature of one or more individuals. Please acquire the necessary signatures, date and return one original marked "City Copy" to the City Clerk's Office. Thank you.

(tdrive/FORMS/Notice of Signaure Request.docx)

ORD 24-121
CITY COPY

REJIS
When Data Matters

Memorandum of Understanding ("MOU")

Between

Regional Justice Information Service ("REJIS")

And

St. Charles, Missouri, City Police Department("Agency")

For

FACIAL RECOGNITION SOFTWARE ACCESS
&
ACCEPTABLE USE POLICY

I. Introduction

This Memorandum of Understanding (MOU) is entered into by and between REJIS, located at 4255 W. Pine, St. Louis, MO, and the Agency, located at 1781 Zumbehl, Road, St. Charles, Missouri, 63303, hereinafter referred to collectively as "the Parties."

II. Purpose and Scope

The purpose of this MOU is to establish the terms and conditions under which REJIS will provide the Agency access to its facial recognition software. This MOU aims to ensure that the use of the software is consistent with authorized purposes while safeguarding privacy, civil rights, and civil liberties (P/CRCL), and complies with the Criminal Justice Information Services (CJIS) Security Policy.

III. Responsibilities of the Parties

A. REJIS' Responsibilities:

1. **Provision of Software:** REJIS will provide the Agency with access to its facial recognition software.
2. **Maintenance and Updates:** REJIS will ensure that the software is maintained and updated regularly to ensure optimal performance.
3. **Technical Support and Training:** REJIS will offer technical support and training to the Agency personnel on the use of the software, as needed.
4. **Data Security:** REJIS will implement and maintain robust security measures to protect the integrity and confidentiality of the data processed by the software, in accordance with CJIS Security Policy standards.

B. Agency Responsibilities:

1. **Authorized Use:** The Agency agrees to use the software solely for authorized purposes, as outlined in Section IV of this MOU. The Agency ensure that access to the facial recognition software is granted only to authorized individuals.

EXHIBIT 1

- **Authorized Individuals:** Authorized Individuals are defined as individuals who have been vetted and approved by the Agency in accordance with the Agency internal usage policy, and who have completed any necessary training on the use of the software and data protection standards.

1. **Confidentiality:** The Agency will protect the confidentiality of all data accessed through the software and will not disclose it to unauthorized individuals.
2. **Compliance:** The Agency will comply with all applicable federal, state, and local laws and regulations, including the CJIS Security Policy.
3. **Policy:** The Agency agrees to develop, maintain, and enforce an internal usage policy for facial recognition software. This policy will include guidelines and procedures to ensure that the software is used appropriately and in compliance with the terms outlined in this MOU.
4. **Feedback:** The Agency will provide feedback to REJIS on the performance and effectiveness of the software.

IV. Authorized Uses

The Agency is permitted to use the facial recognition software for the following purposes:

1. **Reasonable Suspicion of Criminal Activity or Threat:**
   - Facial recognition software may be used when there is a reasonable suspicion that an identifiable individual has committed a criminal offense, is involved in criminal conduct, or poses a threat to any individual, the community, or the nation. This includes individuals involved in or planning terrorist activities.
2. **Active Criminal or Homeland Security Investigations:**
   - The software may be utilized to support ongoing investigations into criminal activities or homeland security threats, providing crucial leads and identification capabilities.
3. **Identification of Incapacitated or At-Risk Individuals:**
   - Facial recognition can assist in identifying individuals who are unable to identify themselves due to incapacitation, including deceased individuals or those who are at risk, such as missing persons, vulnerable adults, or children.
4. **Investigation and Corroboration of Tips and Leads:**
   - The technology can be used to verify and corroborate information obtained through tips and leads in the course of an investigation, ensuring the accuracy and reliability of the information received.
5. **Identification of Potential Witnesses and Victims of Violent Crime:**
   - The software aids in identifying individuals who may be witnesses or victims in cases of violent crime, thus assisting in the investigative process and ensuring their protection and assistance.

V. Unauthorized Uses

The following are considered unacceptable uses of the facial recognition software:

1. **Personal Use:**
   - The facial recognition software must not be used for personal purposes or non-law enforcement activities.
2. **Unlawful Discrimination:**
   - The software must not be used to monitor or investigate individuals or groups based solely on their religious, political, or social views or activities; their participation in noncriminal organizations or lawful events; or their races,

ethnicities, citizenships, places of origin, ages, disabilities, genders, gender identities, sexual orientations, or any other classification protected by law.

3. **Unauthorized Access:**
    - Unauthorized access to or use of the facial recognition software or the data contained within it is strictly prohibited. Only individuals who have been explicitly granted access rights by the Agency may use the software.
4. **Harassment and Intimidation:**
    - The software must not be used to harass, intimidate, or unlawfully surveil any individual or group.
5. **Violation of Privacy Rights:**
    - The software must not be used in a manner that violates the privacy rights of individuals, including unlawful surveillance and data collection.

VI. Terms and Conditions

A. Access and Use:

- The Agency will have non-exclusive access to the facial recognition software, with the understanding that this access will continue indefinitely unless modified or terminated by mutual agreement.
- Access to the software will be limited to authorized personnel within the Agency.

B. Data Sharing:

- All data sharing between REJIS and the Agency will comply with any applicable federal and state privacy laws, including the CJIS Security Policy.
- Data accessed through the software must be used solely for the purposes outlined in this MOU.

VII. Confidentiality and Data Protection

A. Confidentiality:

Both parties agree to protect the confidentiality of all data and information exchanged under this MOU.

B. Data Protection:

Both parties will implement and maintain appropriate security measures to protect the data from unauthorized access, use, or disclosure, in compliance with CJIS Security Policy.

VIII. Legal Compliance

Both parties agree to comply with all applicable federal, state, and local laws, including those related to privacy and data protection, and adhere to the CJIS Security Policy.

IX. Term and Termination

A. Duration:

The Agency will have non-exclusive access to the facial recognition software, with the understanding that this access will continue indefinitely unless modified or terminated by mutual agreement.

B. Termination:

Either party may terminate this MOU with 30 days written notice to the other party.

X. Dispute Resolution

In the event of a dispute arising under this MOU, the parties agree to first attempt to resolve the issue through informal discussions. If the dispute cannot be resolved informally, the parties may seek mediation or other mutually agreed-upon methods of dispute resolution.

XI. Amendments

Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

XII. Signatures

The authorized representatives of the parties have executed this MOU as of the dates indicated below:

Ryan A. Burckhardt, CEO
REJIS

Date: _____

Sign Here

Daniel J. Borgmeyer, Mayor

Date: 9-4-24

Attest:

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY) **Bill #** 13889

MEETING/DATE: 08/20/2024
Regular (X) Special ( ) Comm. of Whole ( )
ATTACHMENT: YES (X) NO ( )
Report ( ) Resolution ( ) Ordinance (X)

Request for Council Action

Wards: All Sponsors: Denise Mitchell, Mary West, Mark Hollander, Justin Foust, Michael Flandermeyer, Vince Ratchford, Michael Galba, Bill Otto

Description: An ordinance authorizing an Intergovernmental Memorandum of Understanding between the City of St. Charles, Missouri and REJIS. REJIS will provide access to its facial recognition software which complies with the Criminal Justice Information Services (CJIS) Security Policy.

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- Contract Extension/Renewal: Yes( ) No(X)
- Information Paper Attached: Yes(X) No( )

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Board/Committee/Commission: Approve ( ) Disapprove ( )

Facial recognition technology has become an increasingly valuable tool for law enforcement in identifying individuals involved in criminal activities, locating missing persons, and enhancing public safety efforts. The primary purpose of implementing this software is to assist our officers in streamlining investigations, solving crimes more efficiently, and ultimately protecting the safety of our community.

The facial recognition software works by analyzing images or video footage and comparing the facial features with those in a database of known individuals. This technology can be used in various scenarios, including:

1. Identifying suspects: By comparing surveillance footage or images from crime scenes with mugshot databases, law enforcement can quickly identify potential suspects and expedite investigations.

2. Locating missing persons: The software can help locate missing individuals, such as children or elderly adults, by comparing their images with those captured by public cameras or shared on social media.

It is important to note that facial recognition technology is intended to be used as an investigative tool and not as a sole means of identification or evidence. Any potential matches generated by the software will need to be further verified and

corroborated with additional evidence before any legal action is taken.

We firmly believe that the careful and responsible deployment of this technology will enhance our ability to maintain public safety while upholding the trust and confidence of our community.

STAFF RECOMMENDATION: Approve

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Account #: _____ Fiscal Impact: $0.00 Project #: _____

RCA prepared by: SMM Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]