

**AUTOMATED LICENSE PLATE READER
DATA SHARING AGREEMENT**



Receiving Agency	Mill Creek Police Department
Effective Date	06/22/2026
Initial Agreement Term	From the Effective Date until 06/22/2027

A. Background

1. In the 2026 Regular Session, the Washington State Legislature passed Engrossed Substitute Senate Bill 6002, Chapter 239, Laws of 2026 (“ESSB 6002”), regarding automated license plate reader (ALPR) systems. ESSB 6002 was signed by the Governor and will be codified as a new chapter in Title RCW 10.
2. The Everett Police Department (EPD) is a law enforcement agency with an ALPR system. Receiving Agency is an agency that has requested direct access to the EPD’s ALPR system and ALPR data. A principal purpose of this Agreement is to require Receiving Agency’s compliance with ESSB 6002.
3. Terminology in this Agreement is as defined in ESSB 6002. In this Agreement, the term “ESSB 6002” refers ESSB 6002, its codified chapter in Title 10 RCW, and its successor statutes.

B. Compliance with ESSB 6002. Receiving Agency must comply with ESSB 6002 with respect to all Receiving Agency’s access and use of the EPD’s ALPR system and ALPR data. This includes without limitation:

1. Receiving Agency may only access or use EPD ALPR system or ALPR data for authorized purposes under ESSB 6002.
2. Receiving Agency may not access or use EPD ALPR system or ALPR data for purposes that are unlawful under ESSB 6002.
3. Receiving Agency will register its own ALPR system as required by ESSB 6002 (Section 3(5)).
4. Receiving Agency will comply ESSB 6002’s requirements regarding APLR data retention.
5. Receiving Agency may not access or use EPD ALPR system or ALPR data for any practice prohibited under ESSB 6002.

- C. Data Ownership. City of Everett/EPD is the legal owner of ALPR data collected by EPD's ALPR system. Receiving Agency owns ALPR data from EPD ALPR cameras that is collected by Receiving Agency's ALPR system. EPD has no obligation to maintain or retain Receiving Agency's ALPR data.
- D. Certification of Receiving Agency. Receiving Agency certifies that it has reviewed ESSB 6002, has adopted policies and procedures governing use of ALPR systems and ALPR data consistent with ESSB 6002, and has appropriately trained all officers and staff who will access EPD's ALPR data.
- E. Audit Trail Data. Receiving Agency will maintain audit trail data documenting all its access to EPD's ALPR system. Copies of audit trail data will be provided to EPD upon EPD's request. Receiving Agency will retain all audit trail data for at least two years. Audit trail data must at minimum include all items required under ESSB 6002 (Section 8). This section survives termination of this Agreement.
- F. Release and Indemnification. The City of Everett provides access to EPD's ALPR system without any warranty. Receiving Agency waives and releases any and all rights and claims for damages, including attorneys' fees, against the City of Everett and its elected officials, employees, volunteers, and agents for any damages arising from or relating to Receiving Agency's access to the EPD's ALPR system or to Receiving Agency's use of ALPR data from EPD's ALPR system. Receiving Agency shall defend, indemnify and hold harmless the City of Everett, its elected officials, employees, volunteers, and agents from any and all claims, costs damages, judgments, awards of damages, and expenses (including without limitation reasonable attorney's fees) in whatever form or nature, known or unknown, foreseen or unforeseen, arising from or relating to Receiving Agency's access to the EPD's ALPR system or to Receiving Agency's use of ALPR data from EPD ALPR system. This section survives termination of this Agreement.
- G. Agreement Term and Termination.
 - 1. The initial term of this Agreement is stated in the table at the beginning of this Agreement. This Agreement will automatically extend for additional one-year extension terms until terminated at set forth in the subsection below.
 - 2. Either the City of Everett or the Receiving Agency may terminate this Agreement with 60 days prior written notice to the other party. In addition, the City of Everett may terminate this Agreement effective immediately if the City of Everett determines that the Receiving Agency is not complying with the terms of this Agreement. The City of Everett may also terminate this Agreement effective immediately if the Office of the Attorney General determines that the Receiving Party's ALPR system or the Receiving Party's use of its ALPR system violates or is inconsistent with ESSB 6002.
- H. Miscellaneous Provisions

1. This Agreement is governed by Washington law. If it is necessary for either party to enforce the terms of this Agreement, the exclusive venue for any such action shall be Snohomish County Superior Court.
2. This Agreement is for the sole benefit of the City of Everett and the Receiving Agency. No third party has any right under this Agreement.
3. This Agreement is not assignable.
4. Signature on this Agreement may be by ink, pdf, email, fax, electronic signature with AdobeSign or other electronic means, any of which is fully effective and binding on Receiving Agency. Receiving Agency agrees that no signature on this Agreement by the City of Everett is necessary for this Agreement to be fully enforceable against Receiving Agency.

**RECEIVING AGENCY:
EVERETT POLICE DEPARTMENT – LT STEWART**

Signature:  _____

Name of Signer: S. White

Title of Signer: Chief of Police

