

MEMORANDUM OF UNDERSTANDING NATIONAL CAPITAL REGION'S (NCR) LICENSE PLATE READER (LPR) INFORMATION SHARING PROGRAM

PURPOSE

1. This Memorandum of Understanding (MOU) is entered into by the participating federal, state, county, local and special jurisdiction law enforcement agencies collaborating in the NCR LPR information sharing initiative. The purpose of this MOU is to set forth the policy and procedures for the sharing of LPR data by the participating parties, including the ownership and control of the LPR data residing in individual LPR servers within each agency, which may be contributed by each party for the use by the participating agencies.
2. This initiative and MOU is to reduce crime and prevent terrorism in the NCR. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all law enforcement agencies cooperate in efforts to share pertinent information. The NCR LPR data sharing program will establish a mechanism that will allow member agencies to search for LPR data collected and maintained by other member agencies via the NCRnet. Currently the member agencies are the Police Departments of Alexandria, Bowie, Chevy Chase, Fairfax City, Fairfax County, Galls Church, Frederick, Gaithersburg, Greenbelt, Herndon, Hyattsville, Laurel, Leesburg, Manassas Park, Manassas City, Metropolitan Police Department (DC), Metro Transit, Maryland National Capital Parks and Planning Commission, Montgomery County, Metropolitan Washington Airports Authority, Prince George's, Prince William, Rockville, Takoma Park, United States Park Police, Vienna, Virginia State Police, and the Loudoun County Sheriff's Office. NCRnet is a secure fiber optic network established by COG (Council of Governments) that is available for use by NCR member agencies.
3. Regional LPR data will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Being able to access LPR data through NCRnet will significantly advance public safety and security, reduce crime, and will enhance the protection of this Nation's critical strategic resources in the National Capital Region which includes the aggregate areas of responsibility within the District of Columbia, State of Maryland, and Commonwealth of Virginia currently represented by the participating agencies.

PARTIES

1. The parties to this MOU shall be law enforcement agencies in the NCR.
2. The parties agree that maximum participation by all eligible law enforcement

agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this project in the future.

3. Those eligible agencies, beyond the above signatories must request participation, and be approved by the COG Police Chief's Committee. Any law enforcement agency requesting to participate in NCR LPR Project must be given 30 days advance notice prior to a vote by the COG Police Chief's Committee. The LPR Sub-committee (an advisory board that reports to the COG Police Chief's Committee) shall make a recommendation to the COG Police Chief's Committee based on the following criteria: eligibility to join, security compliance, data accountability, technical capability, and operational history.

4. A joining state, county, local, and special jurisdiction law enforcement agency once approved to by the COG Police Chief's Committee shall be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

POINTS OF CONTACT

Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification to the LPR Program administrator. If the project has no program administrator then the POCs of all other agencies will be notified.

MISSION/OBJECTIVES

This initiative seeks to establish a federated search capability of the cumulative LPR data from the region's law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to reduce crime, enhance public safety and protection of the Nation's critical infrastructure in the National Capital Region. The specific objectives of the NCR LPR data sharing program are to:

1. Provide the means for the participating agencies to use LPR data to support law enforcement, criminal investigation, force protection, and counter terrorism operational and investigative activities.
2. Provide access to cumulative LPR data held by individual, participating agencies.
3. Dramatically reduce the time spent by participating agency personnel in the search and retrieval of relevant LPR data.

CONCEPT

NCR LPR data sharing program is a cooperative partnership of federal, state, county, local and special jurisdiction law enforcement agencies, in which each agency is

participating under its own individual legal status, jurisdiction, and authorities of the individual participants. The NCR LPR data sharing program is not intended to, and shall not, be deemed to have independent legal status.

License Plate Reader (LPR) is a computer-based system that utilizes special cameras to capture an image of the license plate of a passing vehicle. The image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file", known as a "Hot List" and can contain information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects and agency-defined information.

1. Each participating agency will maintain its own in-house LPR server which will serve as the repository for that agency's LPR data. This data can then be accessed by other participating agencies via NCRnet. All participating agencies will have equal access to LPR data through NCRnet.
2. Agencies entering into this agreement hereinafter referred to as "Agency Parties", realizing the mutual benefits to be gained by sharing information, seek to share Plate Scan and Hot List information.
3. The purpose of this MOU is to outline conditions under which the Agency Parties will share and use Plate Scan and Hot List information. All Agency Parties will have equal access to Plate Scan and Hot List information in accordance with the contributing agency's data retention policy via a secure search performed via the NCRnet.

ACCESS TO AND USE OF LPR DATA

1. Each participating agency will make LPR data available to other participating agencies via NCRnet and agrees to permit the access, dissemination, and/or use of such information by every other agency under the provisions of this MOU (and any other applicable agreements that may be established for the NCR LPR data sharing program).
2. LPR servers shall be operated to maximize data sharing.
3. Only law enforcement agencies from federal, state, county, local, or special jurisdictions may become a party of the NCR LPR data sharing program.
4. All agencies are required to access LPR data from other participating agencies via a secure connection through the NCRnet. An agency without access to NCRnet must provide another secure alternative.
5. Agencies accessing the LPR data of another agency have the responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing agency.

- a. An agency party may access LPR data of another agency for official law enforcement use only.
 - b. Secondary dissemination of LPR data may not be done without first obtaining the permission of the contributing agency. However, immediate dissemination of LPR data can be made if the receiving agency determines:
 1. There is a potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and
 2. Requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.
6. Any requests for LPR data from anyone other than a party to this MOU will be directed to the contributing agency.
7. Agencies that are not part of this MOU will not have direct access to LPR data via NCRnet. Requests by such agencies for copies of information contained in individual agency LPR servers must be referred to the individual agency that owns the information.

USER ACCESS

1. Each Agency's system administrator is responsible for management of user accounts at that agency. Agencies agree that authorized users shall be limited to employees who are legally authorized to review LPR data for crime prevention and detection purposes.
2. Each authorized user will be issued a user separate login and a password.
3. Each agency system administrator is responsible for maintaining the list of authorized users. Use by unauthorized users will result in the removal of the agency from the NCR LPR data sharing program.

OWNERSHIP, ENTRY, RELEASE AND MAINTENANCE OF INFORMATION

1. Each agency retains control of all information on its LPR server. Each agency is responsible for creating, updating, and deleting records according to its own policies. Each agency shall use reasonable efforts to insure the completeness and accuracy of its data.
2. An agency shall release or make available information accessed from an LPR Repository only to persons or entities authorized to receive LPR information pursuant to this MOU.

3. Any agency receiving a public records request, subpoena, or court order ("Legal Request") for information shall restrict their response to LPR information only on their LPR server, to the extent permitted by law.
4. No agency has any responsibility or accountability for ensuring that LPR information contributed by another party was done in compliance with all applicable laws, regulations, policies, and procedures applicable to the contributing party's entry and sharing of information via the NCRnet. Should inaccurate LPR data be located both the contributing agency and the LPR Project manager shall be notified.

PROPERTY

1. Any equipment purchased by the Metropolitan Washington Council of Governments and Arlington County, Virginia, using UASI funds for the LPR Program will remain the property of the agency to which it was allocated. After expiration of any warranties the responsibility for the maintenance costs may be the responsibility of that agency should no funds be available.
2. LPR equipment located and used by multiple agencies shall remain the property of the Council of governments and under the control of the COG Police Chief's Committee.

RESTRICTIONS ON FUNDING

1. Unless otherwise provided each agency shall bear its own costs in relation to this MOU. Where an agency has agreed (or later does agree) to assume a particular financial responsibility, the agency's express written approval must be obtained before the incurring by another agency of any expense associated with that responsibility.
2. All obligations and expenditures by the agencies will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto.
3. Agencies acknowledge that funding for the LPR Project may be limited or not available in future years.
2. This MOU shall not be used to obligate or commit funds, or serve as the basis for the transfer of funds.

LIABILITY

1. Each agency is solely responsible for any and all claims brought against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements..
2. Unless specifically addressed by the terms of this MOU (or other written agreement), agencies acknowledge that no party shall have any responsibility for the negligent or

wrongful acts or omissions of the officers or employees of other parties to this agreement.

3. Data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the agency requesting or using the LPR data to confirm the accuracy of the information with the originating agency before taking any enforcement-related action.

4. Each Agency shall determine the frequency with which its hotlist data will be refreshed. Since changes or additions to hotlist data do not get updated on a real-time basis, agencies recognize that information may not always be timely. It shall be the responsibility of the requesting agency to confirm information with the originating agency.

5. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge that no party shall have any responsibility for the negligent or wrongful acts or omissions of the officers or employees of other parties to this agreement

GOVERNANCE

1. The success of this program requires close cooperation on the part of all agencies. To this end, the system will be operated under a shared management concept in which the participating agencies will be involved in formulating operating policies and procedures.

2. The COG Police Chief's Committee shall approve all provisions of the LPR Program.

Disagreements among agencies arising under or relating to this MOU shall be resolved between the affected parties and their sponsoring agencies. All unresolved matters would go before the COG Police Chief's Committee.

3. The COG Police Chief's Committee may establish additional procedures and rules for the governance of the NCR LPR program and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the intent or provisions of this MOU. Such agreement(s) may address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures rules; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

EFFECTIVE DATE/DURATION

1. This MOU shall become effective when the duly authorized representatives of each agency have signed it. This shall include agencies that are subsequently approved for admittance by the COG Police Chief's Committee.

2. This MOU shall remain in effect indefinitely from the effective date, unless otherwise terminated.

MODIFICATIONS

1. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all agencies. However, the agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the intent, or provisions of this MOU; could not reasonable be viewed as particularly sensitive, controversial, or objectionable by one or more parties.

TERMINATION

1. This MOU may be terminated at any time by the written notification by the representatives of the respective agency. Written notice to applicable parties shall be not less than 30 days. An agency's participation may also be terminated involuntarily for violation of policies in this MOU.
2. Should an agency leave the LPR data sharing program all obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information under this MOU shall survive any termination.

LEGAL REVIEW

It is the responsibility of each agency to review this MOU prior to executing it in order to ensure that it complies with all applicable laws, ordinances and policies specific to that agency.



Signature of Chief Executive Officer or Designee



Agency

M. Douglas Scott/Chief of Police
Printed Name/Title of Above Individual

9/17/12
Date of Signature