

AS AMENDED ON JANUARY 14, 2013
RESOLUTION No. 2246

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE CHIEF OF POLICE OF THE CITY OF SALISBURY TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE MARYLAND STATE POLICE AS THE NATIONAL CRIME INFORMATION CENTER (NCIC) CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) SYSTEMS AGENCY (CSA) AND THE SALISBURY POLICE DEPARTMENT REGARDING THE TRANSMITTING, RECEIVING AND STORING OF INFORMATION IN CONJUNCTION WITH THE LICENSE PLATE SCREENING TECHNOLOGY.

WHEREAS, the Salisbury Police Department has two marked patrol vehicles with a state-of-the-art license plate screening device and will utilize this technology for the purpose of locating stolen vehicles; and vehicles wanted in conjunction with felonies and wanted persons; and

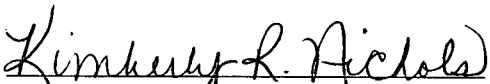
WHEREAS, the State Police of Maryland maintains the files for NCIC, CJIS & CSA and will be providing confidential information relating to the vehicles, license plates and wanted persons; and

WHEREAS, the City of Salisbury Police Department's officers and employees agree to strictly abide by the rules and regulations set forth in this MOU, a copy of which is attached hereto as exhibit A; and

WHEREAS, the Salisbury Police Department agrees to indemnify the Maryland State Police, its officers and employees, to the extent permitted by law, against all claims, demands, actions, suits and proceedings by others, against all liability.

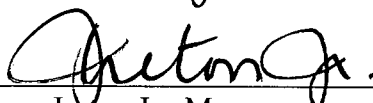
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Chief of Police be authorized to sign this Memorandum of Understanding between the above named agencies to operate the license plate screening technology as a tool in the combat against crime in the City of Salisbury.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on January 14, 2013, and is to become effective immediately upon adoption.


Kimberly R. Nichols, City Clerk


Terry E. Cohen, President
Salisbury City Council

APPROVED BY ME THIS:
16 day of January, 2013


James Ireton Jr., Mayor

City of Salisbury



MARYLAND

JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ CHAMBERS
ASSISTANT CITY ADMINISTRATOR

699 W. SALISBURY PARKWAY
SALISBURY, MARYLAND 21801
Tel.: 410-548-3165
Fax: 410-548-5173

BARBARA DUNCAN
CHIEF OF POLICE
SALISBURY POLICE DEPARTMENT

November 28, 2012

TO: John R. Pick
City Administrator

FROM: Chief Barbara Duncan

SUBJECT: Resolution – Memorandum of Understanding

Attached, please find a Resolution authorizing the Chief of Police to sign a Memorandum of Understanding (MOU) between the Salisbury Police Department and the Maryland State Police. The Maryland State Police maintains the NCIC and CJIS Information Systems for vehicle, license plate and wanted person files.

The Salisbury Police Department has two patrol vehicles with a state of the art license plate screening technology system which will utilize NCIC and CJIS information systems. This MOU is to ensure that the Salisbury Police Department complies with the rules, regulations and procedures as set forth by NCIC and CJIS.

Additionally, the Salisbury Police Department agrees to indemnify the Maryland State Police, its officers and employees, to the extent permitted by law against all claims, demands, actions, suits, and proceedings by others, against all liability.

Unless you, or the Mayor, have further questions, please forward this resolution to the City Council.

Barbara Duncan
Chief of Police

Salisbury



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MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LT. GOVERNOR

STATE OF MARYLAND
MARYLAND STATE POLICE
1201 REISTERSTOWN ROAD
PIKESVILLE, MARYLAND 21208-3899
410-486-3101
TOLL FREE: 1-800-525-5555
TTY: 410-486-0677



COLONEL
MARCUS L. BROWN
SUPERINTENDENT

October 26, 2012

Chief Barbara Duncan
Salisbury City PD
699 W. Salisbury Parkway,
Salisbury, MD 21801

Dear Chief Barbara Duncan:

A recent NCIC audit revealed that your agency is utilizing License Plate Reader (LPR) technology provided through the Maryland Coordination and Analysis Center (MCAC) without the necessary Memorandum of Understanding (MOU). Attached please find the Memorandum of Understanding that must be executed between your agency and the Maryland State Police regarding NCIC's license plate screening technology download. This MOU must be completed in order to continue receiving this service. This document outlines the responsibilities of each agency regarding the use of NCIC information employed by this technology. Upon receipt of the signed copy, a fully executed copy will be returned to you.

Thank you for your interest in this innovative investigatory tool. I am looking forward to Maryland's participation in this emergency law enforcement initiative. If you have any questions or concerns, please contact me at 410-653-8247.

Sincerely,

Jillian S. Watts
CJIS Systems Officer
Maryland State Police

By:

Dalene M. Drum
METERS/NCIC/Nlets Staff

Enclosure (1)

"Maryland's Finest"

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARYLAND STATE POLICE
AND
MARYLAND LICENSE PLATE SCREENING TECHNOLOGY USER AGENCY

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Maryland State Police as the National Crime Information Center (NCIC) Criminal Justice Information Systems (CJIS) Systems Agency (CSA) and the Salisbury City PD, hereinafter referred to as the parties, is to memorialize the parties understanding regarding the transmitting, receiving, and storing of information contained in the National Crime Information Center (NCIC) system of records.

2. **BACKGROUND:** The FBI maintains the NCIC system of records containing multiple files. Two of the files, the Vehicle File and License Plate File, contain information relating to stolen vehicles, vehicles wanted in conjunction with felonies, and vehicles subject to seizure based on federal court orders. Additionally, information relating to vehicles in association with wanted persons is contained in the Wanted Person File.

Several law enforcement agencies in Maryland have instituted state of the art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Data is provided to law enforcement agencies, not the vendor. Consequently, these law enforcement agencies have requested for the CSA to obtain relatively current information from the NCIC files in order to compare scanned numbers against stolen license plates.

3. **AUTHORITY:** The CSA shall have the sole discretion to promulgate and retain any rules, regulations, and procedures necessary to the operation of the license plate screening technology.

4. **SCOPE:** This MOU applies to the CSA's transmission of information from the NCIC Vehicle File and License Plate File. It also applies to the CSA's transmission of vehicle information from the NCIC Wanted Person File.

A. The CSA will:

1. Provide the User Agency with extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a designated frequency; and
3. Respond to specific inquiries from the User Agency.

4. Provide the User Agency with name and telephone number of a technical and administrative point of contact.

B. The User Agency will:

1. Use the NCIC extracts for law enforcement purposes;
2. Update its local database as the CSA updates become available, ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
3. Confirm extract hits are still active in NCIC, in accordance with current hit confirmation policy;
4. Ensure all users are aware extracts do not contain up-to-date information; and
5. Provide the CSA with the name and telephone number of a technical and administrative point of contact.

5. **DISCLOSURE AND USE OF INFORMATION:** The exchange of information will be limited to extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File.

6. **SECURITY AND PRIVACY OF DATA:** The User Agency agrees to protect and prohibit dissemination of information received from the extract to any other agency or any unauthorized person(s).

7. **INDEMNIFICATION OF THE MARYLAND STATE POLICE:** The User Agency agrees to indemnify the Maryland State Police, its officers and employees, to the extent permitted by law and subject to the limitations as set forth in the State Tort Claims Act, Title 12, Subtitle 1 of the State Government Article or the Local Government Tort Claims Act, Title 5, Subtitle 3 of Courts and Judicial Proceedings Article, Annotated Code of Maryland from and against all claims, demands, actions, suits, and proceedings by others, against all liability to others, including, but not limited to, any liability for damages by reason of, or arising out of any false arrest or imprisonment, or any other cause of action whatsoever, and therefrom, arising out of or involving any negligence on the part of the User in the execution of the Agreement. Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State or to provide indemnification for negligent acts by the Maryland State Police, their officers, employees, or agents.

8. **TERM:** All activities of the parties under this MOU will be carried out in accordance to the above-described provisions. The CSA reserves the right to immediately suspend furnishing the extract whenever the security, privacy, use or dissemination requirements established by this.

MOU are violated. The CSA may reinstate access in such instances upon receipt of proof the violation has been corrected. Either party may terminate this MOU upon 30 days written notification to the other party. Such notice will be subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

1. The parties will continue participation up to the effective date of termination.
2. All project information, copies, thereof, and rights therein received under the Provisions of this MOU prior to the termination will be destroyed within six Months of the termination of this MOU.

9. This MOU, which consist of nine sections, will enter into effect upon signature of both parties and will remain in effect until terminated. The foregoing represents the understandings reached between the CSA and the User Agency.

In Witness, whereof, the parties hereto cause this MOU to be executed by proper officers and officials.

USER AGENCY NAME _____

AGENCY HEAD _____

NAME (PRINTED) _____

TITLE _____ DATE _____

MARYLAND STATE POLICE – CJIS SYSTEMS AGENCY

BY _____

NAME(PRINTED) _____

TITLE _____ DATE _____

MARYLAND STATE POLICE – NLETS REPRESENTATIVE

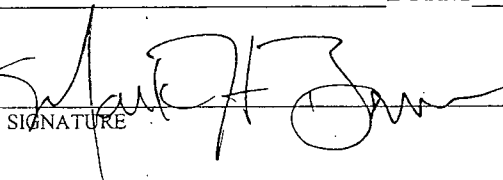
BY _____

NAME(PRINTED) _____

TITLE _____ DATE _____

ATTORNEY GENERAL APPROVAL:

SIGNATURE



5/3/12
DATE