

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARYLAND STATE POLICE
AND
TOWN OF COTTAGE CITY, MARYLAND
RED LIGHT CAMERA TECHNOLOGY USER AGENCY
GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Maryland State Police as the International Justice and Public Safety Network (Nlets) Criminal Justice Information Systems (CJIS) Systems Agency (CSA) and the Town of Cottage City, hereinafter referred to as the “parties”, is to memorialize the parties’ understanding regarding the transmitting, receiving, and storing of information distributed by Nlets for access to vehicle registration records.

2. **BACKGROUND:** Nlets provides the computerized, high-speed message switching system between the criminal justice community and state motor vehicle registration agencies. This infrastructure provides owner information on vehicles captured in numerous motor vehicle registration databases. This information is accessed for criminal justice enforcement purposes.

Criminal justice agencies in Maryland have instituted Red Light Camera Technology. Their vendors provide video equipment and software to search registration databases for vehicle owner information and take enforcement action. An Originating Agency Identifier (ORI) with limited Nlets access is required to perform this search and is issued to the criminal justice agencies for vendor access.

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

4. **SCOPE:** This MOU applies to the CSA issuing an ORI with limited Nlets access to the criminal justice agency specifically for vendor use to access vehicle owner information databases.

A. The CSA will:

1. Provide the User Agency with a Red Light Camera ORI with limited Nlets access;
2. 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 ORI with limited Nlets access for criminal justice purposes pertaining to the Red Light Camera Technology;
2. Provide the CSA with the name and telephone number of a technical and administrative point of contact.

Administrative Contact Name _____
Phone / Email _____

IT Contact Name _____
Phone / Email _____

5. DISCLOSURE AND USE OF INFORMATION: The vendor and agency use of this ORI will be limited to Red Light Camera activity only.

6. SECURITY AND PRIVACY OF DATA: The User Agency agrees to protect and prohibit dissemination of information received from this ORI access to any other vendor, 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 the ORI whenever the security, privacy, uses 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. The 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.

Maryland Red Light Camera Technology

USER AGENCY NAME _____ **Cottage City Police Department** _____

SIGNATURE OF AGENCY HEAD _____

Agency Head Name(Typed) ____Anthony Ayers_____

Title__Chief of Police_____

Date_____

MARYLAND STATE POLICE CJIS SYSTEMS AGENCY

BY _____

Name (Typed) Diana Riley

Title: CSO, CJIS Security

Officer _____

Date_____