MEMORANDUM OF UNDERSTANDING
BETWEEN
CERTAIN METROPOLITAN WASHINGTON REGION JURISDICTIONS
AND
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
FOR
LAW ENFORCEMENT LICENSE PLATE READERS ("LPR")

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR LAW ENFORCEMENT LICENSE PLATE READERS ("LPR"), made and entered into this 3rd__ day of April____, 2019, by and between
Participating Jurisdictions
_____ ("Participating Jurisdictions"/"Jurisdictions"), and the
METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), collectively "the Parties."

WHEREAS, the Participating Jurisdictions have received federal funds from the Urban Area Security Initiative ("UASI") program to enhance regional terrorism preparedness by developing integrated systems for prevention, protection, response, and recovery, and because the critical capabilities which support such preparedness simultaneously support preparedness for other hazards, including natural disasters and other major incidents; and

WHEREAS, the National Capital Region ("NCR") Homeland Security Executive Committee ("HSEC"), which administers UASI funds for the NCR, has made the policy determination that UASI funding is not intended to operate, maintain or sustain a program capability, etc., in perpetuity, or invest in something that has an exclusively local value or to supplant a current capability; and

WHEREAS, a specific goal of this MOU, in addition to maintaining and further developing a specific public safety capability, is to coordinate and leverage knowledge in and among the Participating Jurisdictions for their mutual benefit and the overall benefit of the region; and

WHEREAS, HSEC has determined that the Law Enforcement License Plate Readers Program ("LPR"/"Program") should be transitioned from UASI funding to a dedicated longer-lasting, stable investment from the region through funding provided by the Participating Jurisdictions and management of the Program by a Lead Jurisdiction; and

WHEREAS, the COG CAOs Committee concurs with the HSEC determination and agrees to jointly support continued funding to assure implementation of this critical regional capability in FY 2020;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1.   PROGRAM SCOPE

The LPR collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emission testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation ("FBI") and responds as needed.

The LPR Program currently includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment and that share information between more than 24 federal, state, local and regional law enforcement partners. Also certain police vehicles in each jurisdiction have up to 2 mobile cameras on them to monitor vehicles and 4 covert cameras available for use.

Experts report that the LPR project's early warning and investigative capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

LPRs are deployed strategically in busy roadways; help secure vital areas such as airports, ports and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1000 license plates per hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

SECTION 2. LEAD JURISDICTION AND OVERALL RESPONSIBILITY

A. The Lead Jurisdiction(s) for the LPR program, as confirmed by HSEC, is the District of Columbia. The Lead Jurisdiction is also included in the references to Participating Jurisdictions in this MOU.

B. The Lead Jurisdiction will manage directly, as well as participate in the Program, in conjunction with other Participating Jurisdictions and/or through contractors, as to be further set forth in the Addendum.

C. The Lead Jurisdiction will engage in multi-lateral jurisdictional communication with the Participating Jurisdictions and COG regarding the Program, and these communications may be facilitated through subject matter expert committees hosted by COG.

SECTION 3. RESPONSIBILITY OF COG

A. COG, in conjunction with HSEC and the Participating Jurisdictions, has established the funding levels for the Program as set forth in Section 5.

B. COG shall act as a pass-through entity and be the depository for the funds provided by the Participating Jurisdictions to support the Program. COG shall reimburse the Lead Jurisdiction(s) for costs associated with the Program pursuant to the agreed to schedule in the Addendum.

C. No later than ___May 31___, 2019, COG shall agree with the Lead Jurisdiction(s) on the following to be incorporated into an Addendum to this MOU if not otherwise included in this MOU:

1. Specific Program scope and deliverables,
2. Key Program dates,
3. Funding level,
4. Timing of fund transfer and schedule, and

5. Oversight or certification of satisfactory completion of the Program by the Lead Jurisdiction and the Participating Jurisdictions.

SECTION 4.   RESPONSIBILITY OF PARTICIPATING JURISDICTIONS

The Participating Jurisdictions commit to the LPR Program and agree to fund the Program and cooperatively work with the Lead Jurisdiction(s) and COG in order to facilitate the Program and implement this MOU.

SECTION 5.   JURISDICTIONAL FUNDING OF PROGRAM

A. The Participating Jurisdictions agree to fund the Program by making their respective payments for one fiscal year period from July 1, 2019 to June 30, 2020 (FY20), in the amounts set forth in Attachment 1 which has been approved by Chief Administrative Officers ("CAO"). The payments are based on a per-capita allocation for the Participating Jurisdictions.

B. The Parties understand that a failure by a Participating Jurisdiction to provide funding as set forth above will jeopardize the viability of this regional Program. A Participating Jurisdiction which fails to provide the stated funding as scheduled will not be included in and will be removed from the Program.

C. The Program and this funding may be extended beyond FY20 by Addendum to this MOU indicating agreement of CAOs, the Participating Jurisdictions, and COG.

SECTION 6.   PAYMENT PROCESS

A. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding on the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations. Further, nothing in this Agreement shall be construed as binding on the other Participating Jurisdictions to expend in any one fiscal year, any sum in excess of the respective appropriations of their governing bodies.

B. The Participating Jurisdictions shall remit their required funding to COG by check or direct deposit (ACH) by ___December 15th___ of each fiscal year pursuant to invoicing by COG.

SECTION 7.   ADDITIONAL PARTICIPANTS

Other Jurisdictions in the NCR may choose to become a Participating Jurisdiction by executing this MOU and upon approval by the other Participating Jurisdictions. Actual commencement of participation of the joining Jurisdiction may not occur until the following Program year, depending upon the time of joinder. COG and the Lead Jurisdiction shall determine when commencement of participation can occur.

SECTION 8.   TERMINATION

The Participating Jurisdictions agree to provide 60 days advance written notice to the other Participating Jurisdictions if a Jurisdiction decides to terminate its participation in this MOU for the

2/13/2019 sep

next fiscal year. Notice should be sent to MWCOG which shall advise the other Jurisdictions:

Managing Director, Homeland Security and Public Safety
MWCOG
777 North Capitol St NE #300
Washington, DC 20002

Termination during a fiscal year will not result in a remitting of funds paid or otherwise affect the Program for the then fiscal year.

This MOU becomes effective once COG and all of the undersigned CAOs sign this MOU on behalf of their Participating Jurisdiction.

[See next page]

SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR
LAW ENFORCEMENT LICENSE PLATE READERS ("LPR")

DATE: <mark>August 1, 2021</mark>

CHANGES:

Amend Memorandum of Understanding ("MOU") to ADD a new Section 9, as follows to extend the effective date of the MOU:

SECTION 9.   **EXTENSION OF EFFECTIVE DATE**

The effective date of this MOU shall be extended to December 31, 2022.

The parties hereto have executed this Addendum as of the day, month and year first above written. All other provisions of the MOU shall remain the same.

MOU SIGNATORIES

DISTRICT OF COLUMBIA

_____   _____
Kevin Donahue   Date
Acting City Administrator

TOWN OF BLADENSBURG, MD

_____   _____
Bob McGrory   Date
Town Administrator

CITY OF BOWIE

_____   _____
Alfred Lott   Date
City Manager

CHARLES COUNTY, MD

_____   _____
Mark Belton   Date
County Manger

CITY OF GAITHERSBURG, MD

_____   _____
Tanisha Briley   Date
City Manager

CITY OF GREENBELT, MD

_____   _____
Nicole Ard   Date
City Manager

CITY OF HYATTSVILLE, MD

_____   _____
Tracey Douglas   Date
City Manager

CITY OF LAUREL, MD

_____   _____
LouAnn Crook   Date
City Administrator

MONTGOMERY COUNTY, MD

_____   _____
Richard Madaleno   Date
Chief Administrative Officer

PRINCE GEORGE'S COUNTY, MD

_____   _____
Tara Jackson   Date
Chief Administrative Officer

CITY OF ROCKVILLE, MD

_____   _____
Rob DiSpirito   Date
City Manager

CITY OF TAKOMA PARK, MD

_____   _____
Jamal Fox   Date
City Manager

CITY OF ALEXANDRIA, VA

Mark Jinks	Date
City Manager	

ARLINGTON COUNTY, VA

Mark Schwartz	Date
County Manager	

CITY OF FAIRFAX, VA

Robert Stalzer	Date
City Manager	

FAIRFAX COUNTY, VA

Bryan Hill	Date
County Executive	

CITY OF FALLS CHURCH, VA

Wyatt Shields	Date
City Manager	

LOUDOUN COUNTY, VA

Tim Hemstreet	Date
Chief Administrative Officer	

CITY OF MANASSAS, VA

_____   _____
William Pate   Date
City Manager

PRINCE WILLIAM COUNTY, VA

_____   _____
Chris Martino   Date
County Executive

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

_____   _____
Chuck Bean   Date
Executive Director

NATIONAL CAPITAL REGION (NCR) LAW ENFORCEMENT LICENSE PLATE READERS (LPR)

DAY-TO-DAY IMPACTS

The NCR Law Enforcement LPR program collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emissions testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation (FBI) and responds as needed.

Developed and maintained by NCR Urban Areas Security Initiative (UASI) funds, the LPR program includes mobile, portable, and fixed cameras that share information between more than two dozen federal, state, local, and regional law enforcement partners. LPRs are deployed strategically on busy roadways; help secure vital areas such as airports, ports, and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1,000 license plates an hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

LONG-TERM RETURN ON INVESTMENT

The LPR program includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment. There are also police vehicles in each jurisdiction that have up to two mobile cameras on them to monitor vehicles and four covert cameras available for use. 29 entities within the NCR participate in the LPR program.

Subject-matter experts report that the LPR project's early warning and investigate capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

COST

The NCR invested $13,126,794 in UASI funds in the LPR program between 2008 and 2016. The fiscal year (FY) 2022 cost to maintain the LPR capability is $315,144, which includes technology updates to fixed LPR units and on-call technical support for the local jurisdictions.

Reasonable accommodations are provided upon request, including alternative formats of meeting materials.
Visit www.mwcog.org/accommodations or call (202) 962-3300 or (202) 962-3213 (TDD).
777 NORTH CAPITOL STREET NE, SUITE 300, WASHINGTON, DC 20002
MWCOG.ORG (202) 962-3200

PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2022. Only those jurisdictions participating in the project are included in the allocation.

Jurisdiction	Population[1]	Proposed Allocation[2]
Alexandria, City of	162,500	$9,342
Arlington County	242,800	$13,958
Bladensburg, Town of	9,600	$552
Bowie, City of	60,700	$3,490
Charles County	171,500	$9,859
District of Columbia	720,700	$41,432
Fairfax, City of	27,000	$1,552
Fairfax County	1,185,000	$68,123
Falls Church, City of	14,700	$845
Gaithersburg, City of	71,600	$4,116
Greenbelt, City of	23,900	$1,374
Hyattsville, City of	21,000	$1,207
Laurel, City of	25,700	$1,477
Loudoun County	438,200	$25,191
Manassas, City of	43,700	$2,512
Montgomery County	901,600	$51,831
Prince George's County	786,600	$45,220
Prince William County	482,200	$27,721
Rockville, City of	74,600	$4,289
Takoma Park, City of	18,300	$1,052
TOTAL	**5,481,700**	**$315,144**

[1]The population figures are derived from the approved COG FY 2022 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

[2]The allocations were calculated on a per capita basis using the FY 2022 budget submitted by the LPR project lead.