



BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE
Mayor

FREDERICK H. BEALEFELD, III
Police Commissioner

September 5, 2012

David Rocah, Esq.
American Civil Liberties Union of Maryland Foundation
3600 Clipper Mill Rd.
Baltimore, MD 21211

Re: Maryland Public Information Act Request

Dear Mr. Rocah:

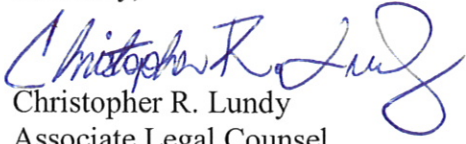
In your July 30, 2012 letter addressed to former Baltimore Police Commissioner Bealefeld (hereinafter "BPD"), you requested records pertaining to automatic license plate readers. The Maryland Public Information Act (hereinafter "MPIA"), Annotated Code of Maryland, State Government Article, § 10-611, et seq. governs your request.

The use of auto license plate readers is governed by General Order J-15. The BPD, pursuant to the attached Memorandum of Understanding, is a member of a joint Regional Auto Task Force (hereinafter "RATT"). The Baltimore County Police Department maintains records regarding RATT's use of auto license plate readers. The Governor's Office of Crime Control & Prevention awarded the BPD a grant for auto license plate readers. The Maryland State Police acted as the central procurement agency for all auto license plate readers funded by the state grant. A copy of the BPD's award letter and the Memorandum of Understanding between the Maryland State Police and BPD are attached.

MPIA Section 10-621 permits the BPD to charge reasonable fees for the time required to search, prepare, and copy records. The BPD has waived the fees associated with your request. All of the attached records were provided by the custodian of records as responsive to your request.

Nothing in this response is intended to indicate that any records sought from the BPD exist or to waive any privileges held by the BPD. You may contest this response by filing a complaint for Judicial Review in Circuit Court pursuant to MPIA Section 10-623.

Sincerely,



Christopher R. Lundy
Associate Legal Counsel
Baltimore Police Department
Office of Legal Affairs
(410) 396-2496
(410) 396-2126 fax
chris.lundy@baltimorepolice.org

Enclosures



General Order J-15

Subject LICENSE PLATE READERS		
Distribution "A"	Date Published 26 August 2011	Page 1 of 6

By Order of the Police Commissioner

POLICY

In an effort to make use of technology to better serve the community, the Baltimore Police Department utilizes License Plate Readers to identify vehicles, license plates, and registered owners, and for documenting the operators of those vehicles of police interest, via digital photographic image without direct intervention by an officer. Locating vehicles having a specific law enforcement interest is consistent with the mission of our agency to deliver the greatest measure of officer safety and highest level of service to our community.

GENERAL

License Plate Readers (LPRs) enhance information sharing capabilities with regional law enforcement personnel and provide detectives, investigating violent crime, and their supervisors timely access to criminal intelligence data.

LPR equipment enables rapid scanning and return of information to law enforcement personnel. An infrared camera with built-in LPR software recognizes, reads and checks license plates with downloaded databases in real time, day and night.

LPR technology will be employed to target vehicles operated by known violent offenders of investigative interest, as well as, stolen vehicles and registered vehicle owners with active warrants.

The primary goal of Baltimore City's License Plate Reader Initiative is to enhance information sharing through technology to build the police department's capacity to reduce the number of violent crimes.

PURPOSE

To establish guidelines for the deployment, maintenance, training, and data storage associated with the use of LPRs.

DEFINITIONS

License Plate Reader – Is equipment consisting of a camera(s), computer, and computer software used to automatically recognize and interpret the characters on vehicle license plates. This data is then compared with a list of license plates bearing some significance to law enforcement.

Hot List – Also known as a "hit list" - Is a database populated with items of specific concern to the investigative and/or enforcement interests of law enforcement. This database might include, but is not limited to:

1. Baltimore Police Department (BPD) Lotus Case Notes, to include:

- 1.1. Homicide.
 - 1.2. Shooting.
 - 1.3. Robbery.
 - 1.4. Gang.
2. Report Management System (RMS) incidents.
3. Juvenile Custody Reports.
4. Car Stop and Field Interview forms.
5. Baltimore Central Booking and Intake facility data.
6. Department of Corrections Gang data.
7. Various sourced criminal intelligence items by police investigators.
8. Motor Vehicle Administration data.
9. National Crime Information Center data.

Alarm – Also known as a “hit” - Is a positive indication by visual and/or audio signal of a potential match between data on the “hot list” and the license plate scanned by the LPR.

NOTE: A “hit” is not conclusive confirmation that a license plate is wanted. Additional investigation is always warranted when a “hit” is indicated.

LPR Generated Data – Is all information, including location, date and time of a license plate encounter and any LPR generated digital photographic images of the license plate and vehicle generated entirely through the use of and by the LPR equipment.

LPR Coordinator – Employee designated by the Chief, Patrol Division, and charged with coordinating all aspects of the LPR systems for the Police Department.

REQUIRED ACTION

INSTALLATION AND MAINTENANCE

1. Mobile LPR systems will be installed in departmental vehicles as determined by the Chief, Patrol Division.
2. LPR operators are responsible for the inspection and maintenance of the LPR system equipment.
3. Property Section is responsible for maintaining a detailed inventory record of all LPR system equipment.

4. Inspections Section is responsible for conducting an annual physical inventory of all LPR system equipment and reconciling it with Property Section's detailed inventory record.
 - 4.1. Once reconciled, the inventory report will be forwarded to the Commanding Officer, Property Section.
5. The Chief, Patrol Division, must pre-approve the installation or transfer of any LPR system by trained operators.
6. LPR operators are responsible for the inspection and maintenance of all video monitoring centers, mobile LPR computer systems and all related hardware and software.
7. Any damage or loss of LPR systems shall be reported immediately in keeping with existing procedures.

CLEANING AND MAINTENANCE

1. LPR equipment will be cleaned and maintained according to the manufacturer's recommendations.
2. Damage to LPR equipment shall be immediately reported to supervision.
 - 2.1. The supervisor shall document and investigate the damage in accordance with established procedures.
 - 2.2. Reporting, concerning the damage, shall be forwarded to the LPR Coordinator.
3. The LPR Coordinator shall be notified of any LPR equipment in need of maintenance or repair.

OPERATION

1. LPR equipment provides access to stolen vehicles and wanted files and is used in furtherance of criminal investigations.

NOTE: The use of a LPR system and access to its data require a legitimate law enforcement purpose. No member may use or authorize the use of the equipment or database for any other reason.

2. Mobile LPR systems will be installed in departmental vehicles and deployed as directed by the Chief, Patrol Division.
3. Commanding Officers of personnel, who are assigned mobile LPR systems, will:
 - 3.1. Select the appropriate personnel to utilize LPR systems.
 - 3.2. Ensure LPR systems are properly deployed and maintained.
 - 3.3. Maintain an adequate number of properly trained personnel.
 - 3.4. Ensure all personnel, utilizing and maintaining mobile LPR systems, are properly trained prior to using or maintaining the system.

- 3.5. Designate a supervisor as the section's LPR program supervisor.
 - 3.6. Ensure all required LPR program logs and records are properly maintained.
 - 3.7. Ensure all significant incidents and arrests, related to LPR use, are properly documented and forwarded to the Chief, Patrol Division.
 - 3.8. Ensure all mobile LPR system equipment is inspected each month and documented on the employee's Vehicle Inspection Report (Form 99/182).
 - 3.8.1. Any deficiencies shall be immediately brought to the attention of the Commanding Officer.
 - 4. The mobile data computer in the vehicle will act as a video monitoring center. This is the central clearinghouse for all license plates scanned by the mobile LPR system.
 - 5. Supervisors will ensure "hot lists" are updated at the beginning of each shift and that the updated "hot lists" are transmitted to the LPR system.
 - 6. All scanned LPR data will be transmitted to the Maryland Coordination and Analysis Center (MCAC) and automatically purged from the video monitoring center after one day.
 - 7. All data scanned by the LPR system is transmitted to the mobile data computer inside the vehicle and checked against the daily "hot list."
 - 7.1. When an alarm is received, alerting personnel of a positive "hit", a digital image of the license plate is displayed on the mobile data computer screen for review.
 - 8. Personnel, who receive an alarm of a positive "hit" on the scanned license plate, will compare the digital image of the license plate to the information on the "hit list" to verify the "hit."
 - 8.1. Verified positive "hits" will be accepted by activating the "accept" alarm key on the video monitoring center screen.
 - 8.2. When an alarm does not result in a verified positive "hit", personnel will activate the "reject" alarm key.
- NOTE: A positive "hit" alone does not establish probable cause. The "hit" must be confirmed prior to taking any enforcement action.**
- 9. Personnel will provide the information by radio to the Communications Section prior to taking enforcement action. Communications personnel will immediately attempt to confirm the "hit" according to established procedures.
 - 10. The supervisor of the personnel, receiving notification of a positive "hit", will determine the appropriate response.
 - 11. Commanding Officers are responsible for overseeing the LPR systems assigned to personnel under their command and ensuring compliance with agency policy and procedure.
 - 12. Personnel assigned mobile LPR systems are responsible for:

- 12.1. Ensuring all custom manual inputs have a legitimate law enforcement purpose, example, stolen vehicles and radio item broadcasts.
- 12.2. Ensuring custom manual inputs are approved by the supervisor before their entry into the MCAC Operations Center.
- 12.3. Requesting the MCAC LPR Program Administrator manually enter the registration information into the Operations Center once approved by the supervisor.
 - 12.3.1. This request for entry into the MCAC Operations Center can be made by the supervisor of the initiating personnel.
 - 12.3.2. This request will be documented on the LPR log.

HIT VERIFICATION

1. At this time, the LPR system does not interface with real time METERS or NCIC.
2. The information received from license plates that are recognized as positive "hits" is dated and might be up to 24 hours old.
3. Personnel must verify all positive "hits."
4. The LPR system is only to be used as an investigative tool.

NOTE: Confirmation is mandatory prior to a stop/investigative detention.

EMERGENCY OPERATIONS

1. During the course of normal law enforcement duties, incidents might occur that require immediate assistance. The LPR system can be a valuable tool in these situations, such as alerts, bank robberies or other violent crimes and can help bring the incident to a safe and successful conclusion.
 - 1.1. All license plate information related to AMBER, Silver and Blue alerts will be immediately entered into the Operations Center's LPR server by the MCAC LPR Program Administrator.
 - 1.1.1. The "hot list" will be updated with the provided alert information.
 - 1.1.2. The MCAC LPR Program Administrator will ensure the timely transfer to all LPR systems.
 - 1.2. In the event of a critical situation with vehicle registration information, the deployment of an LPR system can maximize the coverage area to be searched for any vehicle involved.
 - 1.2.1. LPR equipped vehicles should be directed to areas, which are likely to increase the chance of encountering the subject vehicle.
 - 1.2.2. The supervisor will contact the MCAC LPR Administrator and request the Operations Center's LPR server be searched to determine if any mobile or fixed LPR systems had previously encountered the target vehicle.

LPR COORDINATOR

1. The LPR Coordinator is responsible for:
 - 1.1. Maintaining forms or electronic systems for tracking LPR use.
 - 1.2. Ensuring all maintenance and repair of LPR equipment is completed.
 - 1.3. Ensuring LPR software updates are completed.
 - 1.4. Developing procedures for updating the "hot list".
 - 1.5. Providing quarterly statistical reporting to the Chief, Patrol Division.
 - 1.6. Maintaining a list of qualified users.

RECISION

None.

NOTE: This Order will supersede all current departmental policies and procedures, or any portion thereof, addressing License Plate Readers.

COMMUNICATION OF POLICY

Supervisors shall be responsible for communication of this Order to their subordinates, and to ensure compliance. This Order is effective on the date of publication, is to be read at all roll calls for five consecutive days, and shall be posted on Departmental Bulletin Boards.

MEMORANDUM OF UNDERSTANDING
FOR ESTABLISHMENT AND OPERATION OF
A REGIONAL AUTO THEFT TASK FORCE

IT IS THE INTENT of the participating agencies listed in this Memorandum of Understanding (MOU) to form and operate a joint Regional Auto Theft Task Force (hereinafter as RATT). Therefore the participating agencies jointly and severally agree to abide by the terms and provisions of this Memorandum throughout the duration of this operation.

PURPOSE

The purpose of this Memorandum is to outline the mission of the RATT and to formalize relationships between the participating agencies. The MOU will establish a framework for an operational alliance between the participating agencies in regard to policy, guidance, utilization of resources, planning, training, public relations and media in order to maximize interagency cooperation and efficiency.

MISSION

The mission of the RATT is to achieve maximum coordination and cooperation in bringing to bear the combined resources of the participating agencies to attack the growing problems of auto theft, recovering stolen vehicles, identifying and apprehending vehicle thieves, gangs involved in the theft of vehicles, and investigating and prosecuting repeat vehicle theft offenders.

ORGANIZATION

A. Participating Law Enforcement Agencies:

1. Baltimore Police Department (hereinafter BPD);
2. Department (hereinafter BCOPD);
3. Maryland State Police (hereinafter MSP); and
4. Any other Law Enforcement Agency that is added to this Agreement by

Addendum.

B. Operational Personnel

The BCOPD agrees to assign a minimum of one (1) Lieutenant, one (1) Sergeant, two (2) Corporals and fourteen (14) Detectives. The BPD agrees to assign a minimum of one (1) Lieutenant, two (2) Sergeants, and sixteen (16) Detectives. The MSP agrees to assign a minimum of (1) supervisor and (3) Troopers.

The RATT Commander shall annually provide a recommendation to the participating agency heads regarding personnel and equipment needs of the RATT. Acting upon the recommendation of the RATT Commander the chief law enforcement officer or his/her designee, of each participating agency shall determine annually their agency's level of personnel to be committed to the RATT.

Each agency/jurisdiction may assign or reassign personnel as required to accomplish the mission of the RATT or to support the needs of their own agency/jurisdiction. Each and every law enforcement officer assigned to the RATT is subject to the rules, regulations and administrative policies of their respective agency. Nothing in this MOU is intended to abrogate any right of the officer's agency to supervise, discipline and monitor or inspect the conduct of the agency's officers.

C. Task Force Supervision

The RATT will be supervised by a lieutenant, chosen and selected from the ranks of the BCOPD, and will be known as the Task Force Commander. The Task Force Commander shall be responsible for the day-to-day operations of the RATT; shall have overall responsibility for assigning cases to members of the RATT and shall report directly to the chief law enforcement officer or his/her designee, of each participating agency

The Task Force Commander will be assisted by the participating agency supervisors assigned to the RATT. Each supervisor will serve as the operations and administrative coordinators of the RATT. The supervisors will be responsible for the administrative duties of their respective agencies as well as any administrative duties necessary to complete the mission of the RATT.

D. Base of Operations

The BCOPD agrees to provide sufficient office space, including the required technical support in the form of computers, telephones, etc., subject to supplemental funding. All members of the RATT will report to, and operate from, the location designated/selected.

VEHICLES

A. Fleet Commitment

Each participating agency agrees to supply a minimum of four (4) vehicles for the exclusive use of members of the RATT. Each agency will be responsible for the maintenance and repair of their respective vehicles, including fuel costs, unless otherwise supplied from other funding sources. In addition, subject to available supplemental funding, the BCOPD agrees to provide additional rental vehicles.

B. Supervision

The operation of all vehicles assigned to the RATT (owned, rented or leased for RATT purposes) will be governed by the policies and procedures of the agency employing the member operating the vehicle. Members shall operate departmental and rental/leased vehicles with the utmost care and caution and comply with all traffic laws. Any pursuit(s) by RATT members will be conducted in accordance with the employing agency's pursuit policy and only where the member is using a vehicle which has emergency equipment installed.

C. Use of State Vehicles

Participating agency police employees will be permitted to operate State owned or leased vehicles in accordance with the State of Maryland Policies and Procedures for Vehicle Fleet Management Manual issued by the Maryland Department of Budget and Management ("DBM"). Prior to the use of any State vehicle by participating agency personnel, MSP must obtain approval from DBM. The participating agency will provide MSP with the name of each assigned police employee, their driver's license number, and certification that the employee's driving record has been checked and the driver has five (5) or less points. All BPD or BCOPD personnel will be required to review and sign acknowledgement

of the Policies and Procedures for Drivers of State Vehicles. Additionally, the participating agencies agree that they will defend any claims and will indemnify and hold harmless, to the extent permitted by law, the State for any liability arising out of the operation of State vehicles by their respective employees, and further acknowledge that authorization from DBM to operate a State vehicle does not automatically include coverage and or protection of the Maryland Tort Claims Act.

LIABILITY

A. Immunities

Nothing in this Memorandum is intended to abrogate the immunities and exemptions granted to participating agencies and officers by the laws of the State of Maryland. Participating agencies and officers shall have all immunities and exemptions from liability as that of a police officer of this State and any other immunities afforded a law enforcement officer under the applicable federal, state, or local law; including, but not limited to, those limitations granted by Section 19-103 of the Transportation Article; Local Government Tort Claims Act as set forth in §§ 5-301, et seq., of the Courts and Judicial Proceedings Article, Annotated Code of Maryland; and to the extent permitted by law and subject to the limitation as set forth in the State Tort Claims Act, Title 12, Subtitle 1 of the State Government 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, and any activity covered in this agreement while participating agency officers are operating vehicles owned by any other participating agency or any other cause of action whatsoever, and there from, arising out of or involving any negligence on the part of the participating agencies and their employees and agents in the execution of this MOU. This includes vehicles rented/leased for RATT use in the execution of this MOU.

B. State Sovereign Immunity

Nothing contained in this MOU shall be deemed to constitute a waiver of the sovereign immunity of the State or provide indemnification for negligent acts

by the MSP, their officers, employees and/or agents.

C. Joint Defense of Claims and Suits

Each party to this agreement agrees to cooperate fully with the defense of claims, pursuant to the provisions of the above paragraphs. This cooperation will include the following:

- a). Immediate notification to the other party of any accident or incident resulting in property damage or personal injury.
- b). Permit a party to this agreement to conduct a parallel independent investigation of any accident or incident.
- c). Make personnel, records and equipment available for purposes of the defense of any claim or suit.

D. Injury or Illness of Members

Each and every employee remains the employee of their respective participating agency. In the event of illness or injury of any member, established procedures within the employing agency shall control. Nothing in this Memorandum is intended to make any other participating agency liable for any injury or illness suffered by a participating officer of the RATT.

MISCELLANEOUS

A. Training

All law enforcement personnel assigned to the RATT may receive training when and if needed to fulfill their positions as members of the RATT. Training shall be at the direction of the Task Force Commander.

B. Reports and Records

The Task Force Commander will maintain and retain, as custodian, copies of all investigative records. Crime reports and records will be handled in accordance with established reporting procedures by each respective agency. A copy of any crime report within the jurisdiction of the RATT will be maintained by the Task Force Commander.

C. Media and Public Relations

All media releases and statements will be coordinated through the Baltimore County Police Department's Media Relations Office.

D. Safety and Other Equipment

Except as otherwise provided above, each agency agrees to supply all safety and other equipment for each member of that agency as may be necessary to safely and efficiently accomplish the mission of the RATT.

E. Severability

In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative; the invalidity of such provision shall not affect the validity of any remaining provision hereof and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

F. Complete Agreement

This MOU constitutes the entire and full understanding between the Parties hereto and neither Party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. Any and all modification of this MOU shall be by written amendment approved by all signing Parties.

G. Construction

The forgoing recitals are hereby incorporated into this agreement as if fully set forth herein. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders. The section and subsection headings in this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.

I. Order of the Agreement

It is agreed that this Memorandum of Understanding will be in effect from the date of execution by the respective department representatives and continue until such time that all parties agree to terminate said agreement, or any one party to the agreement may withdraw further participation by written notice to the other.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this

3rd day of August, 2010

ATTEST:

BALTIMORE POLICE DEPARTMENT

BY: Frederick H. Bealefeld III
Frederick H. Bealefeld III
Police Commissioner

NO CERTIFICATION NECESSARY

Michael S. Kolbe 7/29/10
Office of Budget and Finance Date JS

Date: 7/8/10

BALTIMORE COUNTY POLICE DEPARTMENT

BY: Chief James W. Johnson
James W. Johnson
Chief of Police

Date: 7/27/10

BALTIMORE COUNTY, MARYLAND, a
body corporate and politic

BY: Fred J. Homan
Fred J. Homan
Baltimore County Administrative Officer

Date: 8/3/10

MARYLAND STATE POLICE

BY: Terrence B. Sheridan
Colonel Terrence B. Sheridan
Secretary of the Department of State Police

Date: 7/26/10

*APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Chief Legal Counsel

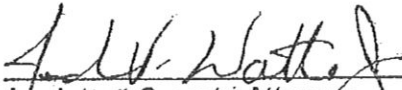


Date: 7-21-10

for City Solicitor

*Approval of Legal Form and Sufficiency does not convey Approval or Disapproval of the substantive nature of this transaction. Approval is based upon Typeset Document. All modifications require re-approval.

*APPROVED AS TO FORM AND LEGAL SUFFICIENCY

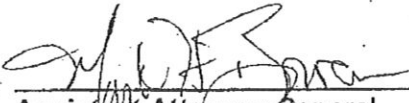


Assistant County Attorney
Baltimore County Office of Law

Date: 7/27/10

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*APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Assistant Attorney General
Office of the Attorney General

Date: 7/23/10

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#67601



COPY

RECEIVED
POLICE COMMISSIONER'S
OFFICE

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Fax: 410-321-3116
INFO@GOCCP-STATE-MD.ORG
WWW.GOCCP.ORG

Martin O'Malley
Governor

Anthony Brown
Lt. Governor

Kristen Mahoney
Executive Director

March 21, 2011

Ms. Sheryl Goldstein
Director, Mayor's Office on Criminal Justice
Baltimore Police Department
c/o Commissioner Frederick H. Bealefeld III
242 West 29th Street
Baltimore, MD 21211

Dear Director Goldstein:

We have completed our review of your grant application for License Plate Readers (LPRs), and I am pleased to announce that your agency has been selected to receive ten (10) LPR units. Arrangements have been made for the Maryland State Police (MSP) to act as the central procurement agency for all LPRs funded under this program. Therefore, rather than issuing a grant directly to you for your LPR units, the funding will go to MSP. Once MSP has completed the procurement process, they will contact you to arrange for the LPRs to be transferred to your agency.

Your points of contact at MSP will be Captain Linda Stascavage and Mr. John Draa. Captain Stascavage can be reached at 410-653-6634 or Linda.Stascavage@mdsp.org. Mr. Draa can be reached at 410-653-4245 or JDraa@mdsp.org.

Although this centralized procurement through MSP is somewhat unusual, it will yield significant benefits for the state of Maryland. First, we hope to obtain some volume discounts from the vendor, including extended warranties. Next, it will help ensure standardization with respect to equipment used and make it much easier to network your LPR unit(s) with the main server at the Maryland Coordination and Analysis Center (MCAC).

By accepting your LPR unit(s), you will be required to agree to the following special conditions:

- To work with the MSP to network your LPR unit(s) with a statewide LPR server located at MCAC;
- To provide quarterly Performance Measures and Program Report data as specified by GOCCP;
- To accept and use the type of equipment procured by MSP;

- To have an agency General Order or Policy and Procedure in place governing the use of your agency LPR unit(s);
- To abide by all other Special and General Conditions specified by GOCCP;
- To attend a statewide LPR summit at some date and location yet to be determined where we will discuss best and promising practices relating to LPRs and also discuss how our state LPR strategy can be strengthened and improved.

Your agency was also approved to receive \$72,063 in funding for additional equipment. A separate grant in that amount will be awarded directly to you from GOCCP so you can purchase those items directly. If you have questions about this grant, please contact me at 410-821-2854 or via email at eparker@goccp.state.md.us.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Parker", with a long horizontal flourish extending to the right.

Edward Parker
Deputy Director of Operations

MEMORANDUM OF UNDERSTANDING
between the
MARYLAND STATE POLICE
and
Baltimore Police Department

This agreement is between the Maryland State Police (hereinafter referred to as "MSP") and Baltimore Police Department.

PURPOSE OF AGREEMENT

Pursuant to the Edward J. Byrne Memorial Justice Assistance Grant (BJAG) to State and Local Law Enforcement Agencies, the Governor's Office of Crime Control and Prevention (GOCCP) has provided certain funds under the License Plate Recognition Expansion (LPR) Grant Program. GOCCP is the grantor of these funds, the MSP is the grantee and Maryland local law enforcement agencies are sub-grantees of the program. The grant award number is BJAG-2008-1002, and the CFDA number is 16.783. The period of performance is March 1, 2011 through February 29, 2012. The purpose of this funding is to use grant funds to purchase LPR equipment and related services needed to install this equipment and make it operational.

GOCCP has designated all funds for the LPR project from the Edward J. Byrne Memorial Justice Assistance Grant (BYRNE-JAG) to be administered by the MSP.

The MSP has agreed to facilitate the distribution of equipment purchased under this grant to the participating law enforcement agencies who, in turn, agree to abide by the rules governing the purchase and use of the qualifying equipment. In accordance with BYRNE-JAG grant policy, all equipment purchased under this grant shall remain the property of the Maryland State Police for a period of three (3) years following its purchase. At the end of that period the equipment will become the property of Baltimore Police Department in accordance with all Federal, State and local laws and regulations.

SUB-GRANTEE OBLIGATIONS

Baltimore Police Department agrees to receive equipment from the MSP pursuant to the grant award, and to use and maintain the equipment within the guidelines of this grant. As sub-grantee, the Baltimore Police Department agrees to the conditions outlined in "License Plate Recognition Expansion Grant Program, Program Requirements" (Attachment #1) to include, but not limited to, inventory management, location designation, periodic auditing, and periodic statistical reporting.

In the event any equipment provided through MSP is damaged, lost or stolen while in possession of Baltimore Police Department, it shall be the sole responsibility of Baltimore Police Department to repair or replace the equipment, at the discretion of the MSP. The MSP shall have no responsibility to repair or replace equipment damaged, lost or stolen while in the possession of Baltimore Police Department.

DURATION OF AGREEMENT

This agreement shall remain in effect for the period of performance (March 1, 2011 through February 29, 2012), and may be extended by agreement between the MSP and Baltimore Police Department.

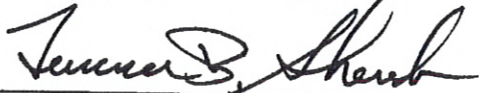
The Maryland State Police reserves the right to monitor inventories of equipment provided to the sub-grantee under this agreement for a period of three years after its purchase.

OTHER PROVISIONS

This agreement is entered into with the intention that the law of the State of Maryland shall govern its construction and enforcement.

Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement nor any action taken by the MSP pursuant to this agreement shall constitute or be construed as a waiver of the sovereign or governmental immunity of the MSP or its troopers or employees. Furthermore, notwithstanding any other provision of this agreement to the contrary, the MSP shall have no obligation to explicitly or implicitly indemnify or hold harmless Baltimore Police Department or any third party from any liability whatsoever.

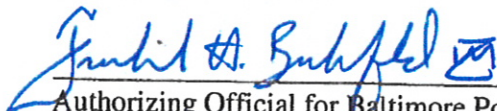
The parties mutually agree that no provision of this agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.



Authorizing Official for Maryland State Police
Terrance B. Sheridan
Superintendent

5/24/11

Date



Authorizing Official for Baltimore Police Department
Frederick H. Bealefeld, III
Police Commissioner

5/17/11

Date

Reviewed for Legal Sufficiency by:

