

**MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND EMERGENCY MANAGEMENT AGENCY
AND
MARYLAND TRANSPORTATION AUTHORITY
REGARDING
FFY 2007 HOMELAND SECURITY GRANT PROGRAM
CFDA: 97.067
AWARD #: 2007-GE-T7-0040**

This Memorandum of Agreement (the "Agreement") is entered into this 12th day of August 2008, by and between the Maryland Transportation Authority (the "Subgrantee") and the Maryland Emergency Management Agency (the "Agency").

I. BACKGROUND

- A. The FY 07 Homeland Security Grant Program is one tool among a comprehensive set of measures to help strengthen the nation and Maryland against risks associated with potential terrorist attacks.
- B. To this end the Agency sub-awards the following grants in accordance with the conditions prescribed below.

II. GENERAL PROVISIONS

- A. **Award of Funds to Subgrantee** - With the execution of this Agreement, the Agency awards the Subgrantee the below sub-grants in the following program areas:

Grant Program	Award Amount
Law Enforcement Terrorism Prevention Program	\$107,133
State Homeland Security Program	\$242,867
Total	\$350,000

Reprogramming of funds from one sub-grant program to another, e.g. from State Homeland Security to Law Enforcement Terrorism Prevention Program is not authorized.

B. Authorized Program Expenditures:

- 1. **Law Enforcement Terrorism Prevention Program:** Program funding specifically focuses upon the prevention of terrorist attacks and are restricted to law enforcement agencies. Funds are designated to support

the purchase and placement of fixed license plate recognition units at key transportation choke points.

2. **Program Guidance Web Site:** For detailed program guidance on authorized expenditures see Appendix D found at the below web site:
http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf

- C. **Unauthorized Program Expenditures:** Unauthorized program expenditures include: 1) costs for facility construction and renovation (see detailed guidance for limited exceptions to this rule); 2) the hiring of sworn public safety officials for the purpose of fulfilling traditional public safety duties or to supplant public safety positions 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs. See program guidance for details.
- D. **Management & Administration:** M&A expenses cannot exceed 3% of the total amount of the sub-grantee's award. M&A funds are not for general purpose use, but apply only to activities directly related to administration of the HSGP program.
- E. **Personnel** –Sub-grantees may not use HSGP funds to initiate the hiring of or provide support for more than one full time staff position. This does not apply to contractual positions. Any use of HSGP funds to support staff salaries (regular or contractual) beyond one position must be approved in writing by MEMA. Sub-grantees will maintain on hand appropriate paperwork to document the status of contractual employees.
- F. **State Homeland Security Strategy** – All Homeland Security Grant Program funds must be allocated in support of goals and objectives identified in the State, region (where applicable), and local jurisdiction Homeland Security Strategies.
- G. **Compliance with the National Incident Command System** – The Subgrantee agrees to institutionalize the use of the National Incident Command System.
- H. **Performance Period** – Performance period for this grant is July 1, 2007 through March 31, 2010. Grant funds awarded under this program may not be used for expenditures or obligations incurred before or after the performance period.
- I. **Publications:** The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's National Preparedness Directorate (NPD), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of NPD or the Department of Homeland Security."
- J. **Intellectual Property:** Subgrantee acknowledges that the FEMA's National Preparedness Directorate [U.S. Department of Homeland Security] reserves a

royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub recipient purchases ownership with Federal support. The Subgrantee agrees to consult with NPD regarding all allocations of any patent rights that arise from, or are purchased with, this funding.

K. Equipment: Equipment eligibility is outlined within the Authorized Equipment List (AEL). The AEL can be located within the Responder's Knowledge Base. (<https://www.rkb.mipt.org/>) In addition, the Subgrantee will ensure the following provisions are met:

1. **Recipient Use of Equipment**--The Subgrantee agrees to ensure that subordinate agencies/departments receiving equipment under this program will employ the equipment in accordance with the terms of this Agreement. Equipment may not be transferred from these departments/agencies to non-eligible organizations or entities. This Agreement does not bar the use of this equipment when employed in accordance with existing mutual aid agreements.
2. **Equipment Maintenance/Equipment-Specific Consumable Supplies**-- The Subgrantee agrees to ensure that subordinate agencies/departments receiving equipment under this program will maintain equipment to the manufacturer's specifications and standards and will retain replacement parts and consumable supplies required for equipment operation. In addition, the sub-grantee will be responsible for obtaining and maintaining all necessary certifications and licenses for applicable equipment.
3. **Operator Training**--Organizations receiving equipment under this program are responsible for ensuring equipment operators are trained to operate and maintain assigned equipment in accordance with manufacturer's specifications and standards.
4. **Accountability for Equipment**—The Subgrantee agrees to ensure that procedures are established to assign, track, and verify accountability for program equipment. Equipment users will maintain the capability to respond to Federal equipment audit requests for the period of three years after the receipt of the equipment. Sub-grantees agree to prominently mark, when practical, all equipment purchased with grant funding with the following notation:

"Purchased with funds provided by the U.S. Department of Homeland Security."

5. **Equipment Disposition**--Equipment determined to be obsolete, no longer serviceable or not economically repairable will be disposed of using normal property disposal procedures in effect for the user agency. Disposition records will be maintained by the user agency for a period of three years from the receipt

of the equipment. Equipment that is serviceable, but no longer needed may be transferred to other authorized agencies within the Subgrantee jurisdiction. If no organization requests the equipment, the Agency is to be contacted for disposition instructions.

L. Exercises: All exercises must be linked to the Department of Homeland Security Target Capabilities and directly associated to the priorities identified in the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI and CCP exercises include: terrorism, natural or man-made technical disasters. Exercises must be identified as part of the State's Three Year Exercise and Training Plan and uploaded to the Maryland and national Training and Exercise Calendars. All exercises must be compliant with the Department of Homeland Security Exercise and Evaluation Program.

L. Training Coordination: All exercises and training underwritten, either totally or in part, by FY 07 HSGP funds will be coordinated in advance with the Agency's Training & Exercise Branch. Such training must fall within DHS mission scope of preparing State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events. Sub-grantees are required, after attendance, to submit information through the SAA or TPOC via the Web-Forms on all training not provided by DHS but supported with DHS funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. Access to Web-Forms will be accomplished through the SAA/TPOC toolkit located in the administrative portion of www.firstrespondertraining.gov. Local jurisdictions and Urban Areas intending to use G&T funds to support attendance at training not provided by G&T must ensure these courses:

1. Fall within G&T mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events.
2. Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comport with the State, Territory, or Urban Area Homeland Security Strategy.
3. Address specific tasks and/or competencies articulated in G&T's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*.
4. Address specific capabilities and related tasks articulated in the Target Capabilities List (TCL) and the Universal Task List (UTL).
5. Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training.

III. ADMINISTRATIVE PROVISIONS

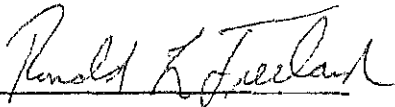
A. Audit Requirement—Equipment, services and supplies received as part of this Agreement is subject to Federal and State audit.

- B. Non-lobbying requirement** – Sub-grantees agree that HSGP funds cannot be used, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the prior written approval of G&T.
- C. Matching Requirement** – No funding match is required by the Subgrantee.
- D. Assurances and Certifications** – Signature of this document indicates the sub-grantee has reviewed and agrees to the provisions of the attached Assurances and Certifications
- E. Non-Supplanting of Funds** – The Subgrantee agrees that funds awarded as part of this Agreement will be used to supplement existing funds for services, supplies or equipment purchases and will not supplant funds that have been appropriated or budgeted for the same purpose.
- F. Accounting for Funds** – The Subgrantee agrees that adequate accounting systems and practices are in place and will be utilized to ensure fund accountability consistent with Federal and State requirements. All expenditure, revenue, asset, and liability transactions associated with the Agreement will be accounted for separately from other projects and programs. For program details go to the below web site:
- http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf
- G. Records Maintenance** – The Subgrantee shall retain all records relating to this grant for a period of three years after termination of this Agreement.
- H. Reporting Requirements** – The Subgrantee will submit to the Agency quarterly financial and performance reports for all DHS-ODP grants in effect for the reporting period in the format specified by the Agency. Reports are due January 15, April 15, July 15, and October 15. Final reports are due 60 days after the end of the award performance period.
- I. Agency Point of Contact** -The Maryland Emergency Management Agency point of contact for this program is Gary Harrity at (410)517-5116 or e-mail: gharrity@mema.state.md.us.
- J. Reimbursement of Funds** – The Agency will reimburse the Subgrantee, not to exceed the award amount, for direct costs incurred for the purchase of equipment, supplies, or services authorized by this Agreement. The Agency will process reimbursement upon receipt of supporting documentation. Reimbursement requests are to be submitted to:

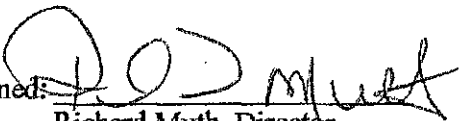
Maryland Emergency Management Agency
Camp Fretterd Military Reservation
5401 Rue Saint Lo Drive
Reisterstown, MD 21136

IV. OTHER TERMS AND CONDITIONS

- A. The Subgrantee agrees to comply with all applicable federal and State laws and regulations in the execution of this Agreement.
- B. The Subgrantee agrees to cooperate with any assessment, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- C. This contract will remain in force until the parties mutually agree to either modify or terminate it. If both parties agree mutually to modify or terminate it, that action shall be immediate. If either party modifies or terminates it without the mutual acceptance of the other, then both parties agree that the action shall take place 90 days from the date of notification from the initiating party to the other.

Signed: 

Date: 05/26/09

Signed: 

Richard Muth, Director
Maryland Emergency Management Agency

Date: 6/18/09

MARYLAND EMERGENCY MANAGEMENT AGENCY

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, The applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - III, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Office of Grants Management and Development, 717 14th St., NW, Suite 1200, Washington, DC 20005. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (3) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (1), (c), (d), and (e). and (f)

STANDARD ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project.

Also, the Application assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.).
4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency of the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of Law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA), list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234-, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et. seq.) By (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18. Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Flood Plain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348), dated October 19, 1982, (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

GENERAL LEGAL GUIDANCE

1. Freedom of Information Act (FOIA)

G&T recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case by-case basis by the DHS FOIA Office and may likely fall within one or more of the available exemptions under the Act. Applicants are encouraged to consult their own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. Applicants may also consult their G&T Preparedness Officer regarding concerns or questions about the release of information under State and local laws. Grantees should be familiar with the regulations governing protected critical infrastructure information (6 C.F.R. Part 29) and sensitive security information (49 C.F.R. Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

2. Services to Limited English Proficient (LEP) Persons

Recipients of G&T financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

3. Integrating Individuals with Disabilities into Emergency Planning

Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" and signed in July 2004, requires the Federal government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Consequently, Federal agencies are required to: 1)

encourage consideration of the unique needs of employees and individuals with disabilities served by State, local, and tribal governments and private organizations and individuals in emergency preparedness planning; and, 2) facilitate cooperation among Federal, State, local, and tribal governments and private organizations and individuals in the implementation of emergency preparedness plans as they relate to individuals with disabilities. A January 2005 letter to Governors from Secretary Ridge asked States to consider several steps in protecting individuals with disabilities: • Ensure that your State's existing emergency preparedness plans are as comprehensive as possible with regard to the issues facing individuals with disabilities • Ensure that emergency information and resources are available by accessible means and in accessible formats • Consider expending Federal homeland security dollars on initiatives that address and/or respond to the needs of individuals with disabilities for emergency preparedness, response, and recovery. Grantees are encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Grantees can consult Census data for their geographic location to discover the percentage of the population that is categorized as individuals with disabilities. Further information can be found at the Disability and Emergency Preparedness Resource Center at www.dhs.gov/disabilitypreparedness. This Resource Center provides information to assist emergency managers and in planning and response efforts related to people with disabilities.

4. Buy American Act Compliance

In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a). However, grants authorized under the Stafford Act, including the EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest



ROBERT L. EHRlich JR.
GOVERNOR

MICHAEL S. STEELE
LT. GOVERNOR

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



THOMAS E. "TIM" HUTCHINS
SECRETARY

December 22, 2005

Corporal Eric Wilson
Maryland Transportation Authority Police
4330 Broening Highway
Baltimore, Maryland 21222

Dear Corporal Wilson:

Attached please find the Memorandum of Understanding that must be executed between your agency and the Maryland State Police regarding Maryland's license plate screening technology. 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. Your request will be forwarded to the Department of Public Safety and Correctional Services Information, Technology, and Communications Division for technical implementation. The programming manager will contact you to define the technical requirements such as the FTP address, download format, etc.

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*
Dalene M. Drum
MILES/NCIC/NLETS Staff

Enclosure (1)

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARYLAND STATE POLICE
AND
MARYLAND TRANSPORTATION AUTHORITY POLICE DEPARTMENT

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 Maryland Transportation Authority Police Department, 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 Maryland Transportation Authority

AGENCY HEAD Trent M. Kittleman

Name (Typed) Trent M. Kittleman

Title Executive Secretary

Date _____

MARYLAND STATE POLICE-CJIS SYSTEMS AGENCY

BY _____

Name (Typed) _____

Title _____

Date _____

ATTORNEY GENERAL APPROVAL:

SIGNATURE

DATE

**MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND EMERGENCY MANAGEMENT AGENCY
AND
MARYLAND TRANSPORTATION AUTHORITY
REGARDING
FFY 2007 HOMELAND SECURITY GRANT PROGRAM
CFDA: 97.067
AWARD #: 2007-GE-T7-0040**

This Memorandum of Agreement (the "Agreement") is entered into this 12th day of August 2008, by and between the Maryland Transportation Authority (the "Subgrantee") and the Maryland Emergency Management Agency (the "Agency").

I. BACKGROUND

- A. The FY 07 Homeland Security Grant Program is one tool among a comprehensive set of measures to help strengthen the nation and Maryland against risks associated with potential terrorist attacks.
- B. To this end the Agency sub-awards the following grants in accordance with the conditions prescribed below.

II. GENERAL PROVISIONS

- A. Award of Funds to Subgrantee** - With the execution of this Agreement, the Agency awards the Subgrantee the below sub-grants in the following program areas:

Grant Program	Award Amount
Law Enforcement Terrorism Prevention Program	\$107,133
State Homeland Security Program	\$242,867
Total	\$350,000

Reprogramming of funds from one sub-grant program to another, e.g. from State Homeland Security to Law Enforcement Terrorism Prevention Program is not authorized.

B. Authorized Program Expenditures:

- 1. **Law Enforcement Terrorism Prevention Program:** Program funding specifically focuses upon the prevention of terrorist attacks and are restricted to law enforcement agencies. Funds are designated to support

the purchase and placement of fixed license plate recognition units at key transportation choke points.

2. **Program Guidance Web Site:** For detailed program guidance on authorized expenditures see Appendix D found at the below web site:
http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf

- C. Unauthorized Program Expenditures:** Unauthorized program expenditures include: 1) costs for facility construction and renovation (see detailed guidance for limited exceptions to this rule); 2) the hiring of sworn public safety officials for the purpose of fulfilling traditional public safety duties or to supplant public safety positions 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs. See program guidance for details.
- D. Management & Administration:** M& A expenses cannot exceed 3% of the total amount of the sub-grantee's award. M&A funds are not for general purpose use, but apply only to activities directly related to administration of the HSGP program.
- E. Personnel** –Sub-grantees may not use HSGP funds to initiate the hiring of or provide support for more than one full time staff position. This does not apply to contractual positions. Any use of HSGP funds to support staff salaries (regular or contractual) beyond one position must be approved in writing by MEMA. Sub-grantees will maintain on hand appropriate paperwork to document the status of contractual employees.
- F. State Homeland Security Strategy** – All Homeland Security Grant Program funds must be allocated in support of goals and objectives identified in the State, region (where applicable), and local jurisdiction Homeland Security Strategies.
- G. Compliance with the National Incident Command System** – The Subgrantee agrees to institutionalize the use of the National Incident Command System.
- H. Performance Period** – Performance period for this grant is July 1, 2007 through March 31, 2010. Grant funds awarded under this program may not be used for expenditures or obligations incurred before or after the performance period.
- I. Publications:** The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's National Preparedness Directorate (NPD), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of NPD or the Department of Homeland Security."
- J. Intellectual Property:** Subgrantee acknowledges that the FEMA's National Preparedness Directorate [U.S. Department of Homeland Security] reserves a

royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub recipient purchases ownership with Federal support. The Subgrantee agrees to consult with NPD regarding all allocations of any patent rights that arise from, or are purchased with, this funding.

K. Equipment: Equipment eligibility is outlined within the Authorized Equipment List (AEL). The AEL can be located within the Responder's Knowledge Base. (<https://www.rkb.mipt.org/>) In addition, the Subgrantee will ensure the following provisions are met:

1. **Recipient Use of Equipment**--The Subgrantee agrees to ensure that subordinate agencies/departments receiving equipment under this program will employ the equipment in accordance with the terms of this Agreement. Equipment may not be transferred from these departments/agencies to non-eligible organizations or entities. This Agreement does not bar the use of this equipment when employed in accordance with existing mutual aid agreements.
2. **Equipment Maintenance/Equipment-Specific Consumable Supplies**-- The Subgrantee agrees to ensure that subordinate agencies/departments receiving equipment under this program will maintain equipment to the manufacturer's specifications and standards and will retain replacement parts and consumable supplies required for equipment operation. In addition, the sub-grantee will be responsible for obtaining and maintaining all necessary certifications and licenses for applicable equipment.
3. **Operator Training**--Organizations receiving equipment under this program are responsible for ensuring equipment operators are trained to operate and maintain assigned equipment in accordance with manufacturer's specifications and standards.
4. **Accountability for Equipment**—The Subgrantee agrees to ensure that procedures are established to assign, track, and verify accountability for program equipment. Equipment users will maintain the capability to respond to Federal equipment audit requests for the period of three years after the receipt of the equipment. Sub-grantees agree to prominently mark, when practical, all equipment purchased with grant funding with the following notation:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

5. **Equipment Disposition**--Equipment determined to be obsolete, no longer serviceable or not economically repairable will be disposed of using normal property disposal procedures in effect for the user agency. Disposition records will be maintained by the user agency for a period of three years from the receipt

of the equipment. Equipment that is serviceable, but no longer needed may be transferred to other authorized agencies within the Subgrantee jurisdiction. If no organization requests the equipment, the Agency is to be contacted for disposition instructions.

L. Exercises: All exercises must be linked to the Department of Homeland Security Target Capabilities and directly associated to the priorities identified in the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI and CCP exercises include: terrorism, natural or man-made technical disasters. Exercises must be identified as part of the State's Three Year Exercise and Training Plan and uploaded to the Maryland and national Training and Exercise Calendars. All exercises must be compliant with the Department of Homeland Security Exercise and Evaluation Program.

L. Training Coordination: All exercises and training underwritten, either totally or in part, by FY 07 HSGP funds will be coordinated in advance with the Agency's Training & Exercise Branch. Such training must fall within DHS mission scope of preparing State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events. Sub-grantees are required, after attendance, to submit information through the SAA or TPOC via the Web-Forms on all training not provided by DHS but supported with DHS funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. Access to Web-Forms will be accomplished through the SAA/TPOC toolkit located in the administrative portion of www.firstrespondertraining.gov. Local jurisdictions and Urban Areas intending to use G&T funds to support attendance at training not provided by G&T must ensure these courses:

1. Fall within G&T mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events.
2. Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comport with the State, Territory, or Urban Area Homeland Security Strategy.
3. Address specific tasks and/or competencies articulated in G&T's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*.
4. Address specific capabilities and related tasks articulated in the Target Capabilities List (TCL) and the Universal Task List (UTL).
5. Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training.

III. ADMINISTRATIVE PROVISIONS

A. Audit Requirement—Equipment, services and supplies received as part of this Agreement is subject to Federal and State audit.

- B. Non-lobbying requirement** – Sub-grantees agree that HSGP funds cannot be used, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the prior written approval of G&T.
- C. Matching Requirement** – No funding match is required by the Subgrantee.
- D. Assurances and Certifications** – Signature of this document indicates the sub-grantee has reviewed and agrees to the provisions of the attached Assurances and Certifications
- E. Non-Supplanting of Funds** – The Subgrantee agrees that funds awarded as part of this Agreement will be used to supplement existing funds for services, supplies or equipment purchases and will not supplant funds that have been appropriated or budgeted for the same purpose.
- F. Accounting for Funds** – The Subgrantee agrees that adequate accounting systems and practices are in place and will be utilized to ensure fund accountability consistent with Federal and State requirements. All expenditure, revenue, asset, and liability transactions associated with the Agreement will be accounted for separately from other projects and programs. For program details go to the below web site:

http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf
- G. Records Maintenance** – The Subgrantee shall retain all records relating to this grant for a period of three years after termination of this Agreement.
- H. Reporting Requirements** – The Subgrantee will submit to the Agency quarterly financial and performance reports for all DHS-ODP grants in effect for the reporting period in the format specified by the Agency. Reports are due January 15, April 15, July 15, and October 15. Final reports are due 60 days after the end of the award performance period.
- I. Agency Point of Contact** -The Maryland Emergency Management Agency point of contact for this program is Gary Harrity at (410)517-5116 or e-mail: gharrity@mema.state.md.us.
- J. Reimbursement of Funds** – The Agency will reimburse the Subgrantee, not to exceed the award amount, for direct costs incurred for the purchase of equipment, supplies, or services authorized by this Agreement. The Agency will process reimbursement upon receipt of supporting documentation. Reimbursement requests are to be submitted to:

Maryland Emergency Management Agency
Camp Fretterd Military Reservation
5401 Rue Saint Lo Drive
Reisterstown, MD 21136

IV. OTHER TERMS AND CONDITIONS

- A. The Subgrantee agrees to comply with all applicable federal and State laws and regulations in the execution of this Agreement.
- B. The Subgrantee agrees to cooperate with any assessment, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- C. This contract will remain in force until the parties mutually agree to either modify or terminate it. If both parties agree mutually to modify or terminate it, that action shall be immediate. If either party modifies or terminates it without the mutual acceptance of the other, then both parties agree that the action shall take place 90 days from the date of notification from the initiating party to the other.

Signed: _____

Date: _____

Signed: _____

Date: _____

Richard Muth, Director
Maryland Emergency Management Agency

MEMORANDUM OF UNDERSTANDING

between the

MARYLAND STATE POLICE

and

Maryland Transportation Authority

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

PURPOSE OF AGREEMENT

Pursuant to the State of Maryland Collaborative Supervision and Focused Enforcement (CSAF) Initiative, 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 CSAF-2011-1005. The period of performance is May 25, 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 Collaborative Supervision and Focused Enforcement Initiative (CSAF) 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 CSAF 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 Maryland Transportation Authority in accordance with all Federal, State and local laws and regulations.

SUB-GRANTEE OBLIGATIONS

Maryland Transportation Authority 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. The Fixed LPR equipment received under this grant award will be installed at the BWI Thurgood Marshall Airport and the Mobile LPR at the Inter County Connector. As sub-grantee, the Maryland Transportation Authority 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 Maryland Transportation Authority, it shall be the sole responsibility of Maryland Transportation Authority 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 Maryland Transportation Authority.

DURATION OF AGREEMENT

This agreement shall remain in effect for the period of performance (May 25, 2011, through February 29, 2012), and may be extended by agreement between the MSP and Maryland Transportation Authority.

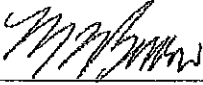
The Maryland State Police reserves the right to monitor inventory of equipment in the possession of sub-grantee recipient agencies for a period of three years after its purchase.

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 Maryland Transportation Authority 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
Marcus L. Brown
Superintendent

10/13/11
Date



Authorizing Official for
Maryland Transportation Authority
Major Michael Kundrat

10/13/2011
Date

License Plate Recognition Expansion (LPRE) Grant Program
Program Requirements
Attachment #1

1. Any sub-grantee recipient agency accepting equipment provided under this grant will be responsible for having in place, prior to the receipt of LPR equipment, a department Standard Operating Procedure (SOP) governing the proper use of the equipment. A copy of this SOP will be provided to the Maryland State Police (MSP) at or before the time the equipment is transferred to the sub-grantee recipient agency. The SOP shall also be kept on file by the sub-grantee agency with inventory records for audit purposes. Inventory records regarding LPR equipment must be maintained for a period of three years from the time the equipment is transferred to the sub-grantee recipient agency.
2. A sub-grantee recipient agency understands that the scope of the grant covers basic LPR equipment, "standard" installation and mounting equipment, operating software, initial training, and a warranty agreement. All other costs, including custom or modified installation, storage and archiving equipment, air cards or power source connections, additional training or costs associated with moving the equipment to a new location or vehicle is the sole responsibility of the sub-grantee agency.
3. Sub-grantee recipient agency must provide a Mobile Data Terminal (MDT) or laptop (needed for use as a client user interface with the system) with sufficient capacity and configuration to operate the LPR for each mobile unit provided under this grant. Fixed units must be connected to a working computer system capable of performing the same function as the MDT/KDT/laptop function for mobile units.
4. Sub-grantee recipient agencies must have sufficient vehicles in their inventory as to have more vehicles than mobile LPR units provided to that agency under this grant, and be able to make modifications to those vehicles, if necessary, to facilitate the installation of LPR equipment.
5. At the conclusion of the grant provided warranty period, the responsibility and costs for repair, maintenance, upgrades or other support for the LPR equipment will be the sole responsibility of the sub-grantee recipient agency.
6. Initial training of a reasonable number of personnel will be provided by the vendor chosen and funded by this grant. Additional, recurrent or specialized training will be the responsibility of the sub-grantee recipient agency.
7. Grant provided LPR equipment and all information obtained from its use will be utilized for law enforcement purposes only, and is to be governed by

provisions of Maryland statute, the grant, Maryland State Police and sub-grantee recipient agency policy.

8. All agencies agree to have their LPR equipment networked to the Maryland Coordination and Analysis Center (MCAC) within six months of receipt. An extension may be granted by agreement between the MSP and the Maryland Transportation Authority.
9. There will be no transfer of LPR equipment by the sub-grantee recipient agency to another agency or department. If a sub-grantee recipient agency no longer wishes to utilize the equipment in accordance with these requirements, all grant provided equipment shall be returned to the Maryland State Police.
10. Specific data related to the effectiveness of grant supplied LPR equipment will be provided by the sub-grantee recipient agency to the Maryland State Police on a quarterly basis. Performance Measure and Project Progress Report information must be submitted to the Maryland State Police by the following dates:
June 30, 2011
September 30, 2011, and
December 31, 2011.

This data may be used to show the effectiveness of the equipment or the grant itself and shall not include personal or information otherwise controlled by law, policy or statute.

11. Any sub-grantee recipient agency participating in the LPR Grant Program agrees to consider any request from a non-participating agency within its jurisdictional boundaries for assistance with monitoring vehicle license plate data through the use of grant provided LPR equipment.