

MEMORANDUM OF UNDERSTANDING
between the
MARYLAND STATE POLICE
and
Wicomico County Sheriff's Office

This agreement is between the Maryland State Police (hereinafter referred to as "MSP") and Wicomico County Sheriff's Office.

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 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 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 Wicomico County Sheriff's Office in accordance with all Federal, State and local laws and regulations.

SUB-GRANTEE OBLIGATIONS

Wicomico County Sheriff's Office 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 Wicomico County Sheriff's Office 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 Wicomico County Sheriff's Office, it shall be the sole responsibility of Wicomico County Sheriff's Office 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 Wicomico County Sheriff's Office.

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 Wicomico County Sheriff's Office.

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 Wicomico County Sheriff's Office or any third party from any liability whatsoever.

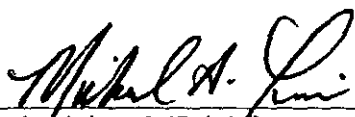
The parties mutually agree that no provision of this agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action 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

8/9/11

Date



Authorizing Official for
Wicomico County Sheriff's Office

7/29/11

Date