

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY (TRANSPORTATION
SECURITY ADMINISTRATION)
AND
THE ANTI-TERRORISM ADVISORY COUNCIL OF MARYLAND ACTING
FOR THE MARYLAND COORDINATION AND ANALYSIS CENTER**

I. PURPOSE. This Memorandum of Agreement (MOA) describes the partnership and responsibilities of the Department of Homeland Security (DHS), Transportation Security Administration (TSA) and the Anti-Terrorism Advisory Council of Maryland, acting on behalf of the Maryland Coordination and Analysis Center (MCAC) (Host), each individually, "Party," and collectively, "Parties," in an effort to:

- (1) Provide direct national level intelligence support to the Host through the assignment of personnel to serve as an interface between the Host and the TSA in order to facilitate intelligence and information sharing consistent with the law;
- (2) Manage, analyze, fuse, tailor and disseminate information in accordance with applicable laws, rules, regulations and authorities, and to facilitate the identification and prevention of threats within the scope of TSA's statutory authority,
- (3) Provide TSA support and coordination to the principal officials of the designated Host fusion center, Federal, State, local, and private sector homeland security officials, and the officer designated as the Homeland Security Advisor of Maryland, in accordance with section V of this MOA and in addition to those specific functions assigned elsewhere in law to TSA; and
- (4) Improve communication and coordination among Federal, State, local, and private sector organizations and assist in developing methods to exchange relevant information in support of transportation security responsibilities of each organization.

II. AUTHORITY. This MOA is entered into by DHS pursuant to the Homeland Security Act of 2002, as amended, 6 U.S.C. §§ 112; the Aviation and Transportation Security Act, Public Law 107-71, in particular 49 U.S.C. § 106(1) and (m) and 114(m); Executive Order 13311, "Homeland Security Information Sharing," July 29, 2003; and Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information to Protect Americans," Oct. 25, 2005; as amended.

III. DEFINITIONS. For purposes of this MOA, the following terms shall have the following meanings when used herein:

- A. "Classified Information" has the meaning given that term in 50 U.S.C. §426, that is, information or material designated and clearly marked or clearly represented,

pursuant to the provisions of a statute or Executive order (or a regulation or order issued pursuant to a statute or Executive order), as requiring a specific degree of protection against unauthorized disclosure for reasons of national security.

B. "Sensitive But Unclassified Information" shall refer generally to unclassified information in the possession of either Party to this MOA to which access controls or distribution limitations have been applied in accordance with applicable laws, policies, or regulations. It may include any locally-defined handling caveat or marking authorized for use by either party. It also includes unclassified information in the possession of the U.S. Government that may be exempt from public disclosure or subject to other controls.

C. "Fusion Center" means a collaborative effort of two or more Federal, State, local, or tribal government agencies that combines resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal, terrorist, or other activity related to homeland security.

D. "Homeland Security Information" has the meaning given that term in 6 U.S.C. §482, that is, any information possessed by a Federal, State, or local agency that (a) relates to the threat of terrorist activity; (b) relates to the ability to prevent, interdict, or disrupt terrorist activity; (c) would improve the identification or investigation of a suspected terrorist or terrorist organization; or (d) would improve the response to a terrorist act. Such information may be "Classified Information" or "Sensitive but Unclassified Information."

E. "Joint-seal Intelligence Product" means a finished intelligence product in any format which is represented as the combined work product of both the Host and DHS. In some instances, such products may feature the seals or letterhead identifying both the Host and DHS.

F. "Information Sharing Environment" means the information sharing environment established pursuant to section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. §485.

G. "Intelligence Analyst" means an individual who regularly advises, administers, supervises, or performs work in the collection, gathering, analysis, evaluation, reporting, production, or dissemination of information on political, economic, social, cultural, physical, geographical, scientific, or military conditions, trends, or forces in foreign or domestic areas that directly or indirectly affect national or homeland security.

H. "Intelligence-led Policing" means the collection and analysis of information to produce an intelligence product designed to inform law enforcement decision making at the tactical and strategic levels.

I. "Sensitive Security Information" as defined in 49 C.F.R. § 1520.5 is information obtained or developed in the conduct of security activities, including research and development, the disclosure of which TSA has determined would, constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file); reveal trade secrets or privileged or confidential information obtained from any person; or be detrimental to the security of transportation.

J. "Terrorism Information" has the meaning given that term in section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. §485, that is, all information, whether collected, produced, or distributed by intelligence, law enforcement, military, homeland security, or other activities relating to—(a) the existence, organization, capabilities, plans, intentions, vulnerabilities, means of finance or material support, or activities of foreign or international terrorist groups or individuals, or of domestic groups or individuals involved in transnational terrorism; (b) threats posed by such groups or individual to the United States, United States persons, or United States interests, or to those of other nations; (c) communications of or by such groups or individuals; or (d) groups or individuals reasonably believed to be assisting or associated with such groups or individuals; and includes weapons of mass destruction information.

K. "TSA Employee" shall mean any TSA employee who is to perform intelligence analysis, reporting, or liaison functions and act as an official TSA representative to the designated Host fusion center.

L. "Personally Identifiable Information (PII)" means information which can be used to distinguish or trace the identity of a U.S. Citizen or lawful permanent resident, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

M. "Privacy Incident" means the suspected or actual loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to PII in usable form, whether physical or electronic.

IV. SCOPE.

A. Nothing in this MOA shall be construed as encroaching upon the sovereign rights, privileges, and immunities of either Party, by the other, in the conduct of inherently Municipal, State or Federal government operations, except as may be authorized pursuant to the U.S. Constitution. Nothing in this MOA is intended to conflict with current law, regulation, or the policies and directives of TSA or the Host. If a term or condition of this MOA is inconsistent with such authorities, the Parties agree to address and resolve the inconsistency in a timely and legally

appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be deemed invalid, but the remaining terms and conditions of this MOA shall remain in full-force and effect.

B. This MOA, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

C. The following activities are specifically excluded from this MOA:

- (1) Short-term (usually no more than 30 days) operational TSA support, including through temporary assignments of TSA personnel, to the Host.
- (2) Assignments or Intergovernmental Details, per other formal agreements, which are based on cooperative joint training efforts in which training population drives instructor and support assignments for the training.
- (3) Assignment of contractor personnel to the Host to perform contractor services in support of TSA.

V. RESPONSIBILITIES.

A. **TSA Responsibilities.** TSA shall select and assign, on a non-reimbursable basis, one or more employees to coordinate with and facilitate TSA support to the Host in the exchange of relevant intelligence and information consistent with applicable federal statutes, Executive Orders, Department regulations and policies. TSA will:

- (1) establish a rotational assignment policy that contemplates both the optimum level of support to the Host and the professional development of the TSA employee assigned;
- (2) ensure that the assigned TSA employee is provided secure data and telecommunications systems capabilities in appropriately certified and secured space and facilities provided by the Host;
- (3) ensure, to the extent practicable, any anticipated or expected absence of a TSA employee which exceeds 30 consecutive days is covered by the temporary assignment of a TSA employee in a manner consistent with ensuring continuous support to the Host; and
- (4) provide necessary personnel management/human capital support for assigned TSA Personnel, in accordance with Office of Personnel Management

(hereinafter "OPM") and DHS regulations and guidelines, including consideration for promotions, awards, and other administrative actions.

B. Host Responsibilities. The Host shall, consistent with applicable Federal and State statutes, regulations, Executive Orders and policies:

- (1) provide office space, parking, unclassified data and telecommunications systems, and any administrative office supplies necessary to perform the tasks under this MOA;
- (2) provide access to all Host facilities, equipment, and technical information as may be required to perform the duties outlined in this MOA;
- (3) consistent with applicable authorities, policies and procedures of the Parties, provide access to Host databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of information, including enforcement information, that may assist TSA or other entities with homeland security responsibilities;
- (4) as appropriate, issue and/or disseminate TSA and joint-seal intelligence products consistent with dissemination guidance provided by TSA or in coordination with and following the concurrence of the TSA Employee assigned to the Host; and
- (5) promptly notify TSA following a privacy incident involving information originating with TSA.

C. TSA Employee Responsibilities. Consistent with their functional duties and responsibilities as designated by TSA, TSA Employees assigned to support the Host will:

- (1) provide analytic and reporting advice, training, and assistance;
- (2) coordinate with the Host to identify information needs and transform them into information requirements and product requests as they pertain to transportation security;
- (3) track information requests and the delivery of responsive information and intelligence products and provide feedback from the Host to the producers as they pertain to transportation security;
- (4) create intelligence and other information products derived from such information and other homeland security-relevant information provided by TSA;

- (5) consistent with applicable authority, access relevant databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of law enforcement information and information that may assist TSA or other entities protecting the United States;
- (6) support efforts of the Host to report information that may assist TSA fulfill its mission, as well as support other entities protecting the United States;
- (7) support efforts of the Host to participate in the information sharing environment;
- (8) coordinate with other relevant Federal entities engaged in homeland security-related activities;
- (9) carry out such other duties as the TSA Administrator determines are appropriate;
- (10) refrain from exercising any supervisory or disciplinary authority over personnel of the Host's facility or participating offices; and
- (11) ensure that products intended to be issued and/or disseminated by the Host as joint-seal intelligence products have been reviewed and cleared by TSA according to the agencies statutory authority and procedures for disseminating finished intelligence products.

VI. INFORMATION SHARING AND HANDLING

A. Key Principles. The following key principles and standards apply to the sharing of information between the Parties in any form including verbal, paper, electronic, audio and visual:

- (1) sharing must always be in furtherance of the official duties undertaken by the Parties;
- (2) the originator of the information to be shared is considered to be the owner of that information and is accountable for deciding how information will be shared in a manner that will ensure the timely and efficient access by the Parties to all information necessary to discharge their official duties;
- (3) the Parties will ensure that information will be appropriately marked to indicate the presence of handling, safeguarding, or dissemination controls and is provided with the expectation that these controls will be preserved;

- (4) the sharing of PII must be limited to that which is reasonably necessary for the intended recipient to understand, assess, or act on the information provided;
- (5) privacy policies and relevant privacy compliance documents, such as Privacy Act notices (including systems of records notices and "(e)(3)" or similar notices) will be issued, reviewed, and revised as appropriate to ensure that they properly describe the treatment of PII;
- (6) information sharing must comply with all applicable laws, regulations, or procedures and will incorporate protection mechanisms for handling of proprietary information;
- (7) the use of data by an employee of either Party in an unauthorized or illegal manner will result in a review of the factual circumstances by both Parties and potentially subject the employee to appropriate remedial actions;
- (8) to maintain data accuracy, where necessary, the Parties will be informed of any changes to the data they have received and also notify the source of any error they discover;
- (9) the Parties will ensure that all staff are educated to manage sensitive information, to include information designated as Sensitive Security Information (SSI), appropriately consistent with these principles and organizational policy on the collection and uses of information during the performance of official duties;
- (10) the Parties will ensure that any third parties providing a service to them agree and abide by these principles by inclusion in contracts/agreements;
- (11) dissemination of information from one Party to another shall not be considered a release of information to the public, nor shall it constitute a waiver of any exemption to the release of information under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552 or similar state law;
- (12) any Party in receipt of a request for information (whether pursuant to a FOIA, "sunshine," or discovery law) whose scope includes information shared by the other Party or documents developed jointly by the Parties, shall (a) consult with that Party prior to any disclosure, with the aim of developing a consensus view regarding an appropriate response, or (b) refer the request to the originating Party for a direct response to the requester;
- (13) information will be classified, marked, and accessed, as appropriate, pursuant to Executive Order 12958, as amended, and Executive Order 12968; and
- (14) joint-seal intelligence products will be issued and/or disseminated in accordance with both parties' policies and clearance procedures.

B. Notwithstanding the paragraphs above, the Parties may use, disclose, reproduce, or retain, in accordance with applicable laws and Host policy, any Party-provided data or information (except data or information properly classified in accordance with Executive Order 12958) that is or was:

- (1) already in the public domain at the time or which thereafter enters the public domain without fault or breach of this MOA by the Party;
- (2) already made known to or lawfully acquired from a third party by the Party;
- (3) previously disclosed to the Party without restriction from the other Party; or
- (4) provided or disclosed to, or independently acquired by, the Party without restrictions from its originating source.

C. Notwithstanding the paragraphs above, pursuant to 6 U.S.C. §482, information obtained by a State or local government from a Federal agency shall remain under the control of the Federal agency, and a State or local law authorizing or requiring such a government to disclose information shall not apply to such information. The State or local agency shall: (a) withhold such information from any response; (b) release such information only with the expressed approval of the Federal agency; or (c) refer the request to the originating Federal agency for a direct response to the requester.

VII. SECURITY REQUIREMENTS.

A. The TSA Employee, in order to meet his or her mission objectives, shall have appropriate access to all relevant Federal databases and information systems, consistent with any applicable policies, guidelines, procedures, instructions, or standards established by the President of the United States or, the program manager of the information sharing environment for the implementation and management of that environment, or as otherwise limited by federal law. This shall require that at a minimum, the TSA Employee must have an active security clearance at the level of Top Secret, and be read-on to Sensitive Compartmented Information (SCI) accesses as required.

B. Host will provide the TSA Employee with any local clearance or access necessary to accomplish duties consistent with TSA's mission responsibilities.

C. Host will protect the identity and personal information of the TSA Employee from public disclosure and will refer all inquiries regarding the presence of the TSA Employee to the TSA Public Affairs Office.

D. For purposes of access to Host information, the TSA Employee shall be considered a federal law enforcement, intelligence, protective, national defense,

immigration, or national security official, and shall be considered by Host as authorized to receive information from law enforcement agencies.

VIII. DISCIPLINE AND REMOVAL.

A. Federal employees are subject to the Ethics in Government Act of 1978, 5 C.F.R. part 735, which regulates employee responsibilities and conduct; the Federal Trade Secrets Act, 18 U.S.C., Section §1905; as well as DHS-specific standards of conduct regulations;

B. The Host may not take disciplinary or other administrative action against a TSA Employee who commits a violation under similar Host procedures and regulations governing the conduct of Host employees. TSA however, will take such administrative or disciplinary action against the TSA Employee as may be appropriate under the specific circumstance. This provision does not apply to the restriction of access to Host provided and/or administered databases in the event of an alleged or substantiated violation of Host policies;

C. The assignment of a TSA Employee can be terminated or modified at any time at the option of TSA or the Host for any reason, including, but not limited to, the TSA Employee's violation of the laws, regulations, or policies of the Host. Where possible, the Party desiring to terminate or modify the assignment should provide a 90-day notice to the other Party. This notification should be in writing and should include the reasons for the termination or modification. A TSA Employee must be removed immediately from his assignment whenever that TSA Employee ceases to be employed by TSA. TSA will select, assess and train a suitable replacement for any TSA Employee removed under this Section, consistent with the requirements of this MOA.

IX. DISPUTES.

A. Disputes arising under or relating to this MOA shall be resolved only through consultations between the Parties. The dispute shall not be referred to any outside Party or to any other forum for settlement without the consent of both Parties.

B. The Host, to the extent that competent authority should determine that it is not a federal entity, will not pursue any claims against the U.S. Government or its employees, including, but not limited to claims for money, reimbursement of expenses, benefits or salaries paid to any of the Host's employees for its compliance with the responsibilities described within the terms of this MOA. This provision not to pursue any claims applies to past, present, and future compliance with the responsibilities described within the terms of this MOA and is retroactive to and includes claims for compliance with the responsibilities previously provided by the Host to DHS that are consistent with the responsibilities described within the terms

of this MOA. This MOA does not waive remedies otherwise available to the Host, to the extent that competent authority should determine that it is not a federal entity, under the Federal Tort Claims Act or other federal legislation expressly authorizing a private right of action for damages against the U.S. Government.

X. OTHER PROVISIONS.

A. Nothing in this MOA is intended to conflict with current law or regulation or the directives of either Party. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

B. Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this MOA may be conducted at any time. The Inspector General of the Department of Homeland Security, or any of his or her duly authorized representatives, shall have access to materials of the Parties, consistent with applicable authorities of the Parties, in order to perform audits, inspections, investigations, or other examinations of the TSA Employees, as authorized by law.

C. Any travel or training will be processed through travel orders with applicable reimbursement paid by the Party that requested and authorized the travel or training. All TSA Employee travel and training will be conducted in accordance with applicable DHS Management Directives and regulations, and the Federal Travel Regulations.

D. Nothing in this MOA shall, or is intended to confer any substantive or procedural right, and this MOA shall not be construed to create a private right of action for enforcement of any of its provisions or a defense to noncompliance with any independently applicable legal obligation.

XI. ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION.

A. All obligations of the Parties under this MOA shall be subject to the availability of properly authorized and appropriated funds for such purposes.

B. This MOA shall become effective upon signature by both Parties and shall remain in effect for an indefinite period.

C. This MOA may be amended by the written agreement of both Parties.

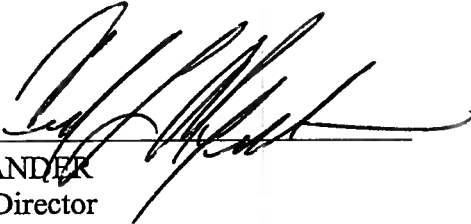
D. This MOA shall supersede any and all prior arrangements regarding TSA Employees entered into by the Parties or their respective organizations, units, or agencies.

E. This MOA may be terminated at will by any party upon ninety (90) days after written notification to the other Party.

F. This MOA may be signed in counterparts, each of which shall be considered to be an original.

For the Transportation Security Administration:

For the Anti-Terrorism Advisory Council of Maryland:



CEDRIC ALEXANDER
Federal Security Director
Transportation Security Administration



HARVEY E. EISENBERG
Assistant U.S. Attorney
Coordinator, Anti-Terrorism Advisory Council of Maryland

Date: 8-2-11

Date: 8/11/11

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of MCAC as its authorized agent this 18th day of February, 2005, that

1. MCAC understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. MCAC and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, MCAC warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, MCAC, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records

only to those persons and for those purposes which are permitted under both laws.

- 5. MCAC agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
- 6. MCAC shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
- 7. MCAC shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by MCAC with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Maryland Department of Transportation
Motor Vehicle Administration

Witness:

[Signature]

Date: _____

By: *[Signature]*

Date: _____

Purchaser

Witness:

Date: _____

By: _____

Date: _____

Approved as to form and legal sufficiency:

Assistant Attorney General

Date: _____

**SOUTHERN MARYLAND INFORMATION CENTER (SMIC)
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is being executed by Calvert County Sheriff's Office, Charles County Sheriff's Office, St. Mary's County Sheriff's Office, Maryland State Police, and the Maryland Coordination and Analysis Center, hereinafter identified as the participating agencies, who jointly agree to abide by the terms and provisions of this Memorandum. Nothing shall be construed as limiting or impeding the basic spirit of cooperation that currently exists between the participating agencies.

1. PURPOSE

The purpose of this MOU is to formalize rights, duties, and relationships between the participating agencies to create and operate a regional information center, hereinafter referred to as the Southern Maryland Information Center (SMIC).

It is the intent of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort for developing information aimed at reducing criminal activity within the communities served. This MOU is intended to enhance the ability of the participating agencies to act together toward a common purpose.

2. MISSION

The mission of the SMIC is to collect, evaluate, collate, analyze, and disseminate information on individuals and groups suspected of being involved in gang and other illegal activity identified as a priority to the SMIC. The SMIC will strive to be the repository for the collection and dissemination of information between local, state and federal law enforcement agencies in an effort to be proactive in initiating criminal investigations.

3. ORGANIZATIONAL STRUCTURE

A. Governance

The SMIC will consist of a combined body of agencies participating in this MOU. The SMIC will be governed by an Advisory Board that collectively will determine the direction and focus of the SMIC. The head law enforcement officer for each participating agency, or their designee, will serve on the Advisory Board. Each participating agency will hold one seat on the board and have an equal vote.

B. Participation

All participants acknowledge that the SMIC is a joint operation in which all agencies act as partners in the operation of the SMIC for the purposes of combining investigative and analytical resources. The direction and focus of SMIC operations will be determined by the Advisory Board, who will meet collectively to establish policy and provide oversight.

Agencies will participate either full or part time, depending on the agency's staffing level, with a minimum of one designee at any given time. Since the purpose of the SMIC is to stimulate and facilitate the sharing of information, member agencies will strive to commit their representative to the SMIC for an allotted number of hours each week. However, agency staffing varies and this agreement allows any agency to deviate from their personnel commitment, when needed.

C. Supervision

The day-to-day operation and supervision of the SMIC will be a law enforcement representative designated by the Advisory Board. The SMIC Supervisor will monitor SMIC activities and be responsible for the collection, analysis, evaluation, and dissemination of information; the provision of case support for uniform criminal investigative activities; and the coordination of sharing information among the law enforcement community. The SMIC Supervisor will also prepare progress reports and statistical data to the Advisory Board as requested.

4. ADMINISTRATIVE

A. Assignments

The designated SMIC Supervisor will oversee the prioritization and assignment of intelligence matters in accordance with the stated objectives of the Advisory Board.

B. Records and Reports

1. A standardized reporting process will be established to facilitate the collection, retention, and dissemination of intelligence information.
2. All investigative activities and intelligence collection processes will be conducted in conformance with state and federal statutory requirements.

C. Investigative Exclusivity

There shall be no unilateral action taken on the part of any participating agency relating to the SMIC that could be deemed detrimental to

the efforts of the SMIC. All law enforcement action will be coordinated and conducted in a cooperative manner. Proactive "spin-off" investigations as a result of the SMIC efforts will be made to the appropriate local, state or federal agency upon concurrence of the participating agencies. SMIC investigative leads outside the area will be communicated to other state, local or federal agencies for appropriate investigation.

5. FUNDING

Participating agencies agree to assume all personnel costs for their respective employees, including salaries, overtime payments and fringe benefits consistent with their respective agency. Subject to funding availability, the advisory board will be responsible for assuring that each member of the SMIC is provided with the necessary equipment to facilitate the mission of the center.

6. LIABILITY

Each participating agency agrees to be responsible for the negligent or wrongful acts or omission of their respective employees.

7. MEDIA

Although the SMIC mission is to spin-off substantive investigations to others, in the event that a situation arises which requires a media release, it is agreed upon that all releases pertaining to the SMIC will be coordinated and made jointly by participating agencies. No press release will be made by any participating agency involving SMIC operations without the prior approval of the other participating agencies.

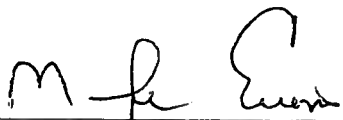
8. DURATION

The MOU shall remain in effect until terminated as specified in this MOU. The participating agencies may withdraw from this agreement at any time by providing a 30-day written notice of its intent to withdraw to all other participating agencies. Upon termination of the SMIC or withdrawal by a participating agency, all equipment will be returned to the supplying agencies.

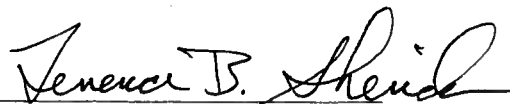
9. MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies. Modification to this MOU shall have no force and effect unless such modification is reduced to writing and signed by an authorized representative of each participating agency.

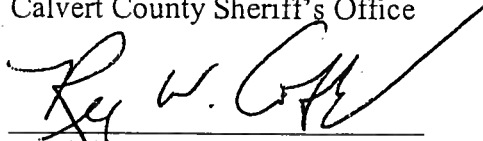
In WITNESS WHEREOF, the parties have hereunto set their hand and seal
this 6th day of September 2007.



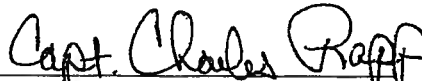
Sheriff Michael Evans
Calvert County Sheriff's Office



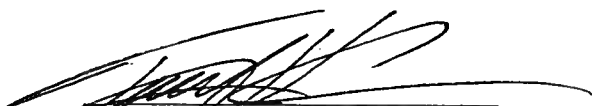
Colonel Terrence B. Sheridan
Superintendent, Maryland State Police



Sheriff Rex W. Coffey
Charles County Sheriff's Office



Maryland Coordination and Analysis Center
Captain Charles Rapp
Director



Sheriff Timothy K. Cameron
St. Mary's County Sheriff's Office

Memorandum of Understanding

between

Maryland Coordination and Analysis Center

and

Maryland Emergency Management Agency

WHEREAS, the Maryland Coordination and Analysis Center and the Maryland Emergency Management Agency recognize their responsibilities with regard to the safety and security of the general public in the state of Maryland, in partnership with other federal, state, county, and local agencies, and recognize that close cooperation in the event of a critical incident is essential.

NOW, THEREFORE, the parties to this Memorandum of Understanding agree to work together under the terms of this Memorandum for the joint and mutual benefit of all parties concerned and of the general public.

1. **Purpose.** The purpose of this agreement is to outline the mutual responsibilities and actions required to provide contingency relocation facility space and associated support on a short term basis to the Maryland Coordination and Analysis Center (MCAC), currently located in a federal facility, in the event of a situation where its permanent offices are unusable or otherwise unavailable and it needed to establish a temporary operating location for a short term period. This agreement should be reviewed annually by each party.

2. **Authority.** This Agreement is authorized under the provisions of:

a. Presidential Decision Directive (PDD) 67, Subject: Enduring Constitutional Government and Continuity of Government Operations, dated October 21, 1998; and

b. Federal Preparedness Circular 65, Subject: Federal Executive Branch Continuity of Operations (COOP), dated June 15, 2004

3. **Mutual Responsibilities**

Maryland Emergency Management Agency

In the event that the MCAC activates its Continuity Of Operations Plan and is required to operate from a facility other than its normal locations on an emergency basis, the Maryland Emergency Management Agency (MEMA) agrees to:

-
- a. Provide sufficient building space to accommodate a maximum of twenty (20) individuals operating on a 24/7 basis for a period not to exceed 30 days and, if requested, allow the MCAC to use existing telephones, fax lines and power for computers/printers, and any other electrically powered devices or equipment. This space will be provided only if such space is, and continues to be reasonably available and is not otherwise in use, or becomes needed by MEMA in the performance of its duties.
 - b. Provide the agreed upon space to the MCAC for emergency use not later than three (3) hours after notification that the space is needed. The pre-designated space shall be for the exclusive use of the MCAC during the crisis and other normal emergency response or contingency requirements of the host will not alter this agreement without prior coordination with the MCAC. Requests for access required for non-emergency purposes for periodic exercises or to check pre-positioned equipment will be made telephonically or in writing at least 24 hours in advance.
 - c. Allow the MCAC, during an emergency, to bring to the site any and all items which are required to operate the site as an emergency command center for its office operations.
 - d. Provide parking sufficient to meet the needs of the individuals utilizing the space, contingent on the requirements and availability at MEMA at the time the request is made.
 - e. Provide the MCAC with a designated point(s) of contact for the administration of this Memorandum of Understanding who can be reached on a 24/7 basis in the event of an emergency.
 - f. Allow the MCAC, during an emergency, to install, at its cost, communications equipment which may be needed to operate during said crisis.
 - g. Provide the MCAC with documents, briefings, and explanations of policies and procedures concerning day-to-day operations, security requirements, and emergency response procedures in effect at the provided facility.

Maryland Coordination and Analysis Center

In the event that the MCAC activates its Continuity Of Operations Plan and is required to operate from MEMA's facility on an emergency basis, it agrees that:

- a. Its personnel will abide by the security policies and procedures currently in place at MEMA.

-
- b. It will not make any material modifications to the property without MEMAs consent.
 - c. It will reimburse MEMA for any reasonable and eligible costs associated with the operation of the MCACs emergency operations center that include damages to the facility structure, equipment and associated systems directly related to their use in support of the MCAC operations.
 - d. It will hold MEMA harmless for any accidental damage to stored MCAC equipment or injuries to MCAC personnel while its personnel may be operating at the facility pursuant to this agreement.
 - e. It will provide MEMA with its points of contact for the administration of this MOU as well as a list of its personnel authorized access to MEMA if needed for security access requirements.

4. Rights and Benefits

Nothing in this agreement is intended to conflict with any current law or regulation or directives, diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies or officers, state agencies or officers carrying out programs authorized under federal law, or any other person or entity. Nothing in this Agreement is intended to obligate funds of the parties involved except as specifically set forth herein.

5. Agreement and Administration

This agreement will become effective after signed by the approving authorities listed below. This Agreement may be modified by the mutual, written consent of both parties. It may be cancelled at any time by mutual consent of the parties concerned. This agreement should be reviewed annually by each party.

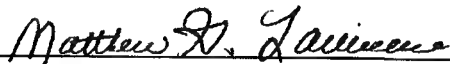
6. Termination

This Agreement, including any addendums, and as it may be modified with the consent of both parties, will remain in effect until terminated by one or both of the parties. Either party may terminate this Agreement by written notice given to the other party at least ninety (90) days in advance of the termination date or, as stated above, by the mutual consent of both parties.

7. Liability

The parties shall each bear responsibility and liability for the consequences of the negligence or willful or wanton conduct, whether of omission or commission, on the part of its employees, officers, or invitees and shall cooperate fully with each other in investigating any such claims and in responding thereto. All provisions of the Memorandum of Understanding relating to liability, claims or damages of any nature whatsoever shall survive the termination of this Memorandum of Understanding.

Approved By:



Matthew G. Lawrence
Executive Director
Maryland Coordination and Analysis Center

04/27/09 (Date)



Richard Muth, Director
Maryland Emergency Management Agency

5/4/09 (Date)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARYLAND CENTER FOR SCHOOL SAFETY
AND
THE MARYLAND COORDINATION AND ANALYSIS CENTER**

The Maryland Center for School Safety (MCSS) and the Maryland Coordination and Analysis Center (MCAC) enter this Agreement concerning their shared building space.

WHEREAS the MCSS has been physically co-located with the MCAC since the enactment of the authorizing statute for the MCSS in the 2013 Session of the General Assembly, and the Maryland Safe to Learn Act of 2018 specifies that the MCSS shall be based at MCAC (Md. Code Ann., Education Art. § 7-1502(c)), located at 7125 Ambassador Road, Windsor Mill, MD 21244.

WHEREAS the MCSS shall pay rent and costs of IT services to MCAC as set forth herein for use of space at 7125 Ambassador Road, to include the use of network services for MCSS printers, internet access, and conference rooms.

THEREFORE, this MOU sets forth the terms and conditions of the arrangements between the parties. This MOU covers expenses incurred by MCAC for services provided to the MCSS in fiscal year 2019. The parties understand and agree that expenditures under this agreement are subject to the MCSS annual budget approval. The parties will review this agreement and the associated expenditures annually no later than sixty (60) days prior to the start of the next fiscal year to determine if any amendments may be required.

DATA CENTER/INFORMATION TECHNOLOGY

MCSS IT services will be provided by the MCAC.

BUILDING EXPENSES APPORTIONMENT

Costs for use of the facilities, including common areas, maintenance, utilities including internet services, and security will be apportioned based on the proportional use of total square footage as applied to the building rent. This proportion will be determined for each agency based on the sum of: (1) uniquely dedicated space (646.5 sq. feet); (2) the FTE percentage as of July 1st of each year, applied to the following shared-use areas: Conference Room off of main lobby (1,026 sq. feet); and (3) any mutually agreed upon additional space. Payment of the building expenses apportionment will be paid quarterly, with reconciliation (if necessary) between budgeted payments and actual payments to be reconciled with the fourth quarter payment. Payments under this

agreement shall be retroactive to the commencement of the fiscal year 2019. The total expenses due under the agreement shall be set forth in an annual Appendix hereto.

AMENDMENTS

This Agreement may be amended in writing by mutual consent of the parties.

TERMINATION

This Agreement shall terminate on the day that either MCSS or MCAC move out of the premises located at 7125 Ambassador Road, Windsor Mill, MD 21244.

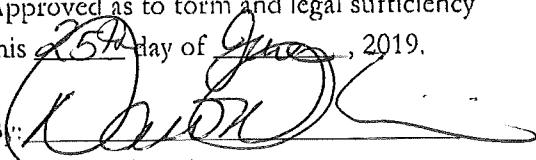
IN WITNESS WHEREOF the parties have caused this MOU to be executed by their authorized officers, agents or officials as of the date of the last signature.



Dave Engel
Director, MCAC

6/25/19
Date

Approved as to form and legal sufficiency
this 25th day of June, 2019.

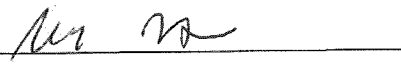
By: 
Dawn P. O'Croinin
Assistant Attorney General



Kate Hession
Executive Director, MCSS

6/14/19
Date

Approved as to form and legal sufficiency
this 24th day of June, 2019.

By: 
Ronald Levitan
Assistant Attorney General

Cc: Joseph D. Pignataro
Victor Williams
Gifty Quarshie

7/1/2010

FOR OFFICIAL USE ONLY

MEMORANDUM OF UNDERSTANDING
between the
MARYLAND COORDINATION AND ANALYSIS CENTER
and
WASHINGTON/BALTIMORE HIDTA

Section I: Purpose

This Memorandum of Understanding (MOU) is entered into between the Maryland Coordination and Analysis Center (MCAC) and the Washington/Baltimore High Intensity Drug Trafficking Area (HIDTA), hereinafter referred to as "the Parties."

By entering into this MOU, the Parties agree to: 1) deconflict target information; 2) where lawfully permitted, share databases and resources to further their respective duties and responsibilities; and 3) conduct joint training and information sharing sessions for internal personnel and for external audiences.

By entering into this MOU, the Washington/Baltimore HIDTA hereby agrees to be a member of the Anti-Terrorism Advisory Council of Maryland (ATAC) as described in the ATAC Overview, and shall contribute information to the MCAC and the ATAC membership to improve and assist the MCAC in achieving its mission.

By entering into the MOU, the MCAC hereby agrees to assist the HIDTA in achieving its mission as well as the goals of its initiatives in their efforts to disrupt and dismantle drug trafficking organizations, criminal street gangs, and drug money laundering organizations.

Section II: Background and Authority

The mission of the HIDTA Program is to disrupt the market for illegal drugs in the United States by assisting federal, state, local, and tribal law enforcement entities participating in the HIDTA Program to dismantle and disrupt drug trafficking organizations, with particular emphasis on drug trafficking regions that have harmful effects on other parts of the United States.

In support of its law enforcement and border security missions, HIDTA collects and maintains case management information specific to official agency investigations into criminal violations from its initiatives and participating agencies in the Case Explorer system. Additionally, the HIDTA collects and collates information on validated gang members provided by criminal justice agencies in Maryland, Virginia and the District of

Columbia in the HIDTA Gang Intelligence System (GIS). All criminal intelligence information shared by the Washington/Baltimore HIDTA is done in compliance with 28 CFR Part 23.

Consistent with the authorities identified below, HIDTA uses this information to prevent and control drug and gang crime while abiding by the privacy and constitutional rights of individuals and organizations. Additionally, the data within the Case Explorer system allows for case and person deconfliction for those agencies that choose to participate.

- **Applicable Authorities:**
 - HIDTA Program Policy & Budget Guidance 2009
 - Washington/Baltimore HIDTA Case Explorer Operating Policies and Procedures
 - Washington/Baltimore HIDTA Case Explorer Participation Agreement
 - Washington/Baltimore HIDTA Gang Intelligence System Operating Policies and Procedures
 - Washington/Baltimore HIDTA Gang Intelligence System Participation Agreement

The primary mission of the Maryland Coordination and Analysis Center (MCAC) is to serve as a model facility for the gathering, analysis and dissemination of information in statewide support of law enforcement, public health and welfare, public safety and homeland security.

Its primary focus is to provide analytical support for all federal, state and local agencies involved in law enforcement, public health and welfare, public safety and homeland security in Maryland. It is meant to provide strategic analysis to better focus the investigative efforts of law enforcement agencies within the state, and to better enable public health and safety agencies to perform their important protective functions.

To accomplish its mission, the MCAC has at its disposal federal, state, public, and private databases and information systems. This information is used for both strategic analysis and research and for daily tactical purposes to assist state, federal and local law enforcement, public safety and homeland security agencies. All such information is handled within the law to protect privacy and civil liberties per 28 CFR Part 23.

- **Applicable Authorities:**
 - Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004
 - Presidential Memorandum, Information Sharing Environment (ISE), dated 12/16/05
 - ISE National Strategy of Information Sharing, dated October, 2007
 - Memorandum of U.S. Attorney General dated September 17, 2001
 - Homeland Security Presidential Directives
 - ATAC Overview
 - MCAC Charter
 - MCAC Protocols

Section III: Personnel Resources

Both parties agree that their respective analysts and managers shall meet on a regular basis to share information and ideas relevant to their respective missions; discuss areas of common interest, especially matters pertaining to gang activity, for the purpose of eliminating redundancy and to maximize resources in the fulfillment of their respective missions, projects and products.

MCAC analysts will be assigned to attend the Analyst Roundtable hosted by HIDTA, and HIDTA analysts will be assigned to regular meetings hosted by MCAC. It will be the goal of both parties to share special skill sets between and among their respective analysts as well as to coordinate on special projects and intelligence products.

Section IV: Transfer of Data

The Washington/Baltimore HIDTA, consistent with applicable law and policy, will make available information to MCAC for inclusion in its analytical processes on an on-going basis in the same manner and at the same level as any participating law enforcement or homeland security entity, via a method to be agreed upon by the Parties.

Case Explorer is an entry inquiry system storing information of official agency investigations from HIDTA initiatives and participating agencies. Due to the nature of the HIDTA's agreements with participating agencies, and in accordance with the third party rule, the HIDTA is not permitted to disseminate this information without the permission of the originating agency. However, participating agencies, such as the MCAC, who submit entities of interest to the system will receive pointer index information should the system contain the same or similar information. From Case Explorer the HIDTA will provide the MCAC with pointer index information specific to official agency investigations into criminal violations from HIDTA initiatives and participating agencies.

Similar to Case Explorer, the HIDTA does not own the data contained in the HIDTA Gang Intelligence System (GIS) and therefore is not permitted to disseminate this data without the express consent of the originating agencies. This system allows criminal justice agencies in the region to see if information exists on validated gang members. If a positive search occurs participants are provided with the contact information for the source agencies to gain access to the original documentation. This documentation and only these materials should be used with the permission of the originating agency. From the GIS the HIDTA will provide the MCAC with access to validated gang information provided by criminal justice agencies in Maryland, Virginia and the District of Columbia.

HIDTA Investigative Support Center (ISC) will consider the MCAC as a mandatory data source in the regular conduct of its mission. Specifically, in all cases receiving support from the HIDTA Watch Center, an inquiry shall be made to the MCAC to determine if the MCAC has any related information. If such information is found, the primary investigators will be referred to MCAC for further details. Additionally, should the

HIDTA ISC receive information or suspicious activity related to terrorism or homeland security, regardless of operational area, this information will be forwarded immediately to the MCAC for appropriate deconfliction purposes. The MCAC will use its discretion and judgment in disseminating this information further, in accordance with all applicable laws and regulations.

MCAC agrees, consistent with applicable law and policy, to make available upon request from HIDTA any information contained within its systems in the same manner and at the same level as any law enforcement or homeland security entity. MCAC's primary information system is MEMEX. From MEMEX, the MCAC will provide the HIDTA with pointer index information specific to official investigations into criminal violations relevant to HIDTA initiatives and participating agencies. Such information may include: finished intelligence products, specific threat information, terrorism training materials and products.

MCAC will consider HIDTA as a mandatory data source in the regular conduct of its mission. Specifically, in all cases receiving support from the MCAC, an inquiry shall be made to the HIDTA Watch Center to determine if the HIDTA has any related information. If such information is found, the primary investigators will be referred to the HIDTA Watch Center for further details. Additionally, should the MCAC receive information related to drug trafficking organizations, gang activity or drug money laundering organizations, regardless of operational area, this information will be forwarded immediately to the HIDTA Watch Center for appropriate deconfliction purposes. The HIDTA will use its discretion and judgment in disseminating this information further, in accordance with all applicable laws and regulations.

Both parties will provide access to each other's commercial data sources for the purpose of data collection and case support. Initially this will be accomplished with an Inquiry request to the appropriate Watch Center. More efficient means will be considered on a regular basis.

Section V: Amendments to Memorandum of Understanding

Proposed amendments to this Memorandum of Understanding shall be made in writing to the other party at least 30 days in advance of the desired change. No change shall become effective unless ratified by both parties.

Section VI: Analysis of Data

The sharing of information between both parties will be conducted under applicable law. Information provided to either party will be appropriately safeguarded in accordance with national security laws, policies, and procedures; U.S. Attorney General Guidelines; and the policies and procedures of the Washington/Baltimore HIDTA, and the operating protocols of the MCAC.

To the extent information received as a result of this MOU is the subject of or is responsive to a request for information under the Freedom of Information Act, the Privacy Act, or a Congressional inquiry, such disclosure may only be made after consultation with the Washington/Baltimore HIDTA Director and the MCAC Director.

Section VII: Monetary Considerations of Agreement

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties to share information to the mutual benefit of both and the enhancement of public safety. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to each organization's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

Section VIII: Points of Contact

The MCAC Program point of contact for this effort is SSA David Miller, FBI and MCAC Assistant Director (443-436-8800) or SSA James Newton, ICE (443-436-8800).

The Washington/Baltimore HIDTA point of contact for this effort is Investigative Support Center Program Manager, Glenn Fueston (301-982-7522).

Section IX: Effective Date of Agreement

This MOU shall become effective upon the date of the last signature and may be terminated for any reason by either Party upon 30 days' written notice to the other. The Parties may modify this MOU through a written instrument signed by both Parties, or may replace this MOU with a subsequent, signed agreement.


FOR THE WASHINGTON/BALTIMORE HIDTA,



Thomas Carr
Director, Washington/Baltimore HIDTA

7-1-10
Date

FOR THE MCAC,



Harvey E. Eisenberg
Assistant U.S. Attorney
ATAC Coordinator on behalf of the ATAC Executive Committee

6/16/10

Date

HS ID Copy

EASTERN SHORE INFORMATION CENTER (ESIC)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is being executed by the Maryland State Police, Maryland Coordination and Analysis Center, Wicomico County Sheriff's Office, Worcester County Sheriff's Office, Dorchester County Sheriff's Office, Salisbury City Police Department, Princess Anne Police Department, Ocean City Police Department, Snow Hill Police Department, Wicomico County State's Attorneys Office and the state and counties Department of Corrections, hereinafter identified as the participating agencies, who jointly agree to abide by the terms and provisions of this Memorandum. Nothing shall be construed as limiting or impeding the basic spirit of cooperation that currently exists between the participating agencies.

1. PURPOSE

The purpose of this MOU is to formalize rights, duties, and relationships between the participating agencies to create and operate a regional information center, hereinafter referred to as the Eastern Shore Information Center (ESIC).

It is the intent of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement and corrections effort for developing information aimed at reducing criminal activity within the communities served. This MOU is intended to enhance the ability of the participating agencies to act together toward a common purpose.

2. MISSION

The mission of the ESIC is to collect, evaluate, collate, analyze, and disseminate information on individuals and groups suspected of being involved in gang and other illegal activity identified as a priority to the ESIC. The ESIC will strive to be the repository for the collection and dissemination of information between local, state and federal law enforcement agencies in an effort to be proactive in initiating criminal investigations.

3. ORGANIZATIONAL STRUCTURE

A. Governance

The ESIC will consist of a combined body of agencies participating in this MOU. The ESIC will be governed by an Advisory Board that collectively will determine the direction and focus of the ESIC. The chief executive of each participating agency, or their designee, may attend Advisory Board meetings. Active

participating agencies that assign at least one person to the ESIC will hold a seat on the board and have an equal vote.

B. Participation

All participants acknowledge that the ESIC is a joint operation in which all agencies act as partners in the operation of the ESIC for the purposes of combining investigative and analytical resources. The direction and focus of ESIC operations will be determined by the Advisory Board, who will meet collectively to establish policy and provide oversight.

Active participating agencies will assign personnel either full-time or part-time, depending on their agency's staffing levels. Part-time personnel assigned to the ESIC shall work a minimum of 8 hours per week in the ESIC.

To facilitate ESIC communications, each participating agency will identify one individual from their agency to serve as the liaison officer for ESIC operations.

C. Supervision

The day-to-day operation and supervision of the ESIC will be a law enforcement representative designated by the Advisory Board. The ESIC Supervisor will monitor ESIC activities and be responsible for the collection, analysis, evaluation, and dissemination of information; the provision of case support for uniform criminal investigative activities; and the coordination of sharing information among the law enforcement community. The ESIC Supervisor will prepare progress reports and statistical data to the Advisory Board on a quarterly basis and as requested during scheduled board meetings.

4. ADMINISTRATIVE

A. Assignments

The designated ESIC Supervisor will oversee the prioritization and assignment of intelligence matters in accordance with the stated objectives of the Advisory Board.

B. Records and Reports

1. A standardized reporting process will be established to facilitate the collection, retention, and dissemination of intelligence information.
2. All investigative activities and intelligence collection processes will be conducted in conformance with state and federal statutory requirements.

C. Investigative Exclusivity

There shall be no unilateral action taken on the part of any participating agency relating to the ESIC that could be deemed detrimental to the efforts of the ESIC. All law enforcement action will be coordinated and conducted in a cooperative manner. Proactive "spin-off" investigations as a result of the ESIC efforts will be made to the appropriate local, state or federal agency upon concurrence of the participating agencies. ESIC investigative leads outside the area will be communicated to other state, local or federal agencies for appropriate investigation.

5. FUNDING

Participating agencies agree to assume all personnel costs for their respective employees, including salaries, overtime payments and costs associated with training. Subject to funding availability, the advisory board will be responsible for assuring that each member of the ESIC is provided with the necessary equipment to facilitate the mission of the center.

6. LIABILITY

Each participating agency agrees to be responsible for the negligent or wrongful acts or omission of their respective employees.

7. TRAINING

Each participating agency agrees that personnel assigned to the ESIC will be required to attend training relating to civil rights protections and any other course the Advisory Board approves or deems appropriate to ensure effective operations of the ESIC.

8. MEDIA

Although the ESIC mission is to spin-off substantive investigations to others, in the event that a situation arises which requires a media release, it is agreed upon that all media and information releases pertaining to the ESIC will be coordinated and made jointly by involved agencies. No press release will be made by any participating agency involving ESIC operations without the prior approval of the other involved agencies.

9. DURATION

The MOU shall remain in effect until terminated as specified in this MOU. The participating agencies may withdraw from this agreement at any time by providing a 30-day written notice of its intent to withdraw to all other participating

agencies. Upon termination of the ESIC or withdrawal by a participating agency, all equipment will be returned to the supplying agencies.

10. PRIVACY AND CONSTITUTIONAL PROTECTIONS

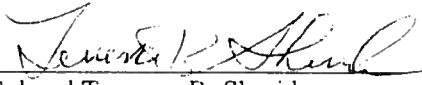
Participating agencies and assigned personnel agree to comply with all applicable laws and regulations protecting individual and organizations' privacy rights, civil rights, and civil liberties in the use, analysis, retention, destruction, sharing and disclosure of personal information received and stored within the ESIC.

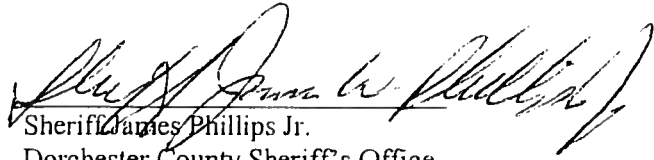
Participating agencies and personnel assigned to the ESIC agree to abide by the written policies and procedures established in the addendum entitled "Privacy Protection Policy and Constitutional Protections Advisory Board."


11. MODIFICATIONS

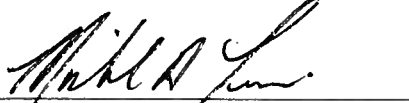
This agreement may be modified at any time by written consent of all involved agencies. Modification to this MOU shall have no force and effect unless such modification is reduced to writing and signed by an authorized representative of each participating agency.

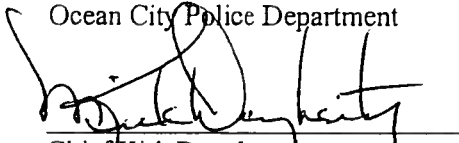
In WITNESS WHEREOF, the parties have hereunto set their hand and seal
this _____ day of _____ 2008.

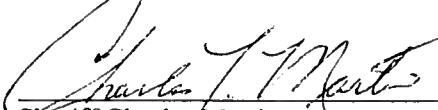

Colonel Terrence B. Sheridan
Maryland State Police

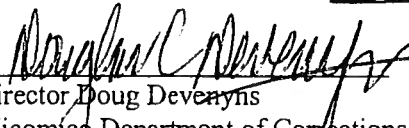

Sheriff James Phillips Jr.
Dorchester County Sheriff's Office

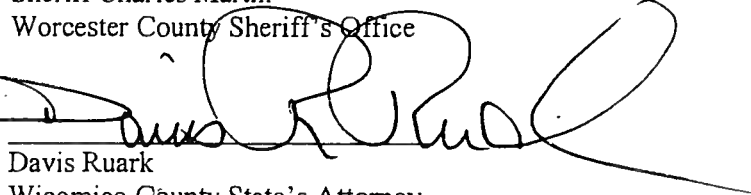

Chief Bernadette DiPino
Ocean City Police Department

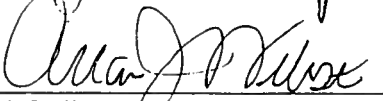

Sheriff Michael Lewis
Wicomico County Sheriff's Office

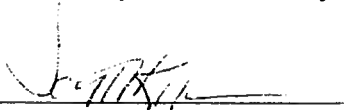

Chief Kirk Daugherty
Snow Hill Police Department

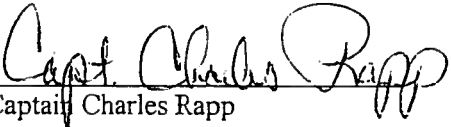

Sheriff Charles Martin
Worcester County Sheriff's Office


Director Doug Devenyns
Wicomico Department of Corrections


Davis Ruark
Wicomico County State's Attorney


Chief Allan Webster
Salisbury Police Department


Chief Scott Keller
Princess Anne Police Department

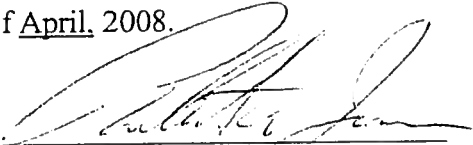

Captain Charles Rapp
Maryland Coordination and Analysis Center

EASTERN SHORE INFORMATION CENTER (ESIC)

MEMORANDUM OF UNDERSTANDING

ADDENDUM - The Somerset County Sheriff's Office shall be considered a participating agency of the Eastern Shore Information Center (ESIC).

In WITNESS WHEREOF, the parties have hereunto set their hand and seal this 16th day of April, 2008.



Sheriff Robert N. Jones
Somerset County Sheriff's Office

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
AND
THE MARYLAND COORDINATION AND ANALYSIS CENTER

I. PURPOSE. This Memorandum of Agreement (MOA) describes the partnership and responsibilities of the Department of Homeland Security (DHS), acting through the Office of Intelligence and Analysis (I&A) and the State of Maryland's Anti-Terrorism Advisory Council Executive Committee, on behalf of the Maryland Coordination and Analysis Center, (Host), each individually, "Party," and collectively, "Parties," in an effort to:

(1) Provide direct national level intelligence support to the Host through the assignment of DHS personnel to serve as an interface between the Host and the national Intelligence Community (IC) (as defined in 50 U.S.C. 401a) in order to facilitate intelligence and information sharing consistent with the law;

(2) Manage, analyze, fuse, tailor and disseminate information in accordance with applicable laws, rules, regulations and authorities, and to facilitate the identification and prevention of threats within the scope of DHS's authority, as defined generally by the Homeland Security Act of 2002, as amended, and Executive Order 12333, as amended;

(3) Provide DHS support and coordination to the principal officials of the designated Host fusion center, Federal, State, local, tribal, and private sector homeland security officials, and the officer designated as the Homeland Security Advisor of that State, in accordance with section V of this MOA, 6 U.S.C. § 124h, and in addition to those specific functions assigned elsewhere in law to DHS/I&A.

(4) Improve communication and coordination among Federal, State, local, tribal and private sector organizations and assist in developing methods to exchange relevant information in support of homeland security responsibilities of each organization.

II. AUTHORITY. This MOA is entered into by DHS pursuant to the Homeland Security Act of 2002, as amended, 6 U.S.C. §§ 121(d), 124h, 481, and 482; the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. §485; Executive Order 13311, "Homeland Security Information Sharing," July 29, 2003; Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information to Protect Americans," Oct. 25, 2005; and Executive Order 12333, "United States Intelligence Activities," Dec. 4, 1981, as amended.

III. DEFINITIONS. For purposes of this MOA, the following terms shall have the following meanings when used herein:

A. "Classified Information" has the meaning given that term in 50 U.S.C. § 426, that is, information or material designated and clearly marked or clearly represented, pursuant to the provisions of a statute or Executive order (or a regulation or order issued pursuant to a statute or Executive order), as requiring a specific degree of protection against unauthorized disclosure for reasons of national security.

B. "Sensitive But Unclassified Information" shall refer generally to unclassified information in the possession of either Party to this MOA to which access controls or distribution limitations have been applied in accordance with applicable laws, policies, or regulations. It may include any locally-defined handling caveat or marking authorized for use by either party. It also includes unclassified information in the possession of the U.S. Government that may be exempt from public disclosure or subject to other controls.

C. "Fusion center" means a collaborative effort of two or more Federal, State, local, or tribal government agencies that combines resources, expertise, or information with the goal of maximizing the ability of such agencies to detect, prevent, investigate, apprehend, and respond to criminal, terrorist, or other activity related to homeland security.

D. "DHS Officer" shall mean any DHS employee who is to perform intelligence analysis, reporting, or liaison functions and act as an official DHS representative to the designated Host fusion center. This individual will not perform duties as an employee or official representative of the Host.

E. "Homeland Security Information" has the meaning given that term in 6 U.S.C. § 482, that is, any information possessed by a Federal, State, or local agency that (a) relates to the threat of terrorist activity; (b) relates to the ability to prevent, interdict, or disrupt terrorist activity; (c) would improve the identification or investigation of a suspected terrorist or terrorist organization; or (d) would improve the response to a terrorist act. Such information may be "Classified Information" or "Sensitive but Unclassified Information."

F. "Joint-seal intelligence product" means a finished intelligence product in any format which is represented as the combined work product of both the Host and DHS. In some instances, such products may feature the seals or letterhead identifying both the Host and DHS.

G. "Information sharing environment" means the information sharing environment established pursuant to section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. §485.

H. "Intelligence analyst" means an individual who regularly advises, administers, supervises, or performs work in the collection, gathering, analysis, evaluation, reporting, production, or dissemination of information on political, economic, social, cultural, physical, geographical, scientific, or military conditions, trends, or forces in foreign or domestic areas that directly or indirectly affect national or homeland security.

I. "Intelligence-led policing" means the collection and analysis of information to produce an intelligence product designed to inform law enforcement decision making at the tactical and strategic levels.

J. "Terrorism information" has the meaning given that term in section 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004, 6 U.S.C. § 485, that is, all information, whether collected, produced, or distributed by intelligence, law enforcement, military, homeland security, or other activities relating to—(a) the existence, organization, capabilities, plans, intentions, vulnerabilities, means of finance or material support, or activities of foreign or international terrorist groups or individuals, or of domestic groups or individuals involved in transnational terrorism; (b) threats posed by such groups or individual to the United States, United States persons, or United States interests, or to those of other nations; (c) communications of or by such groups or individuals; or (d) groups or individuals reasonably believed to be assisting or associated with such groups or individuals; and includes weapons of mass destruction information.

K. "Personally Identifiable Information" means information which can be used to distinguish or trace an the identity of a U.S. Citizen or lawful permanent resident, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

I. "Privacy Incident" means the suspected or actual loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to PII in usable form, whether physical or electronic.

IV. SCOPE.

A. Nothing in this MOA shall be construed as encroaching upon the sovereign rights, privileges, and immunities of either Party, by the other, in the conduct of inherently Municipal, State or Federal government operations, except as may be authorized pursuant to the U.S. Constitution. Nothing in this MOA is intended to conflict with current law, regulation, or the policies and directives of DHS or the Host. If a term or condition of this MOA is inconsistent with such authorities, the Parties agree to address and resolve the inconsistency in a timely and legally appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be

deemed invalid, but the remaining terms and conditions of this MOA shall remain in full-force and effect.

B. This MOA, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

C. The following activities are specifically excluded from this MOA:

(1) Short-term (usually no more than 30 days) operational DHS support, including through temporary assignments of DHS personnel, to the Host.

(2) Assignments or Intergovernmental Details, per other formal agreements, which are based on cooperative joint training efforts in which training population drives instructor and support assignments for the training.

(3) Assignment of contractor personnel to the Host to perform contractor services in support of DHS.

V. RESPONSIBILITIES.

A. DHS Responsibilities. DHS shall select and assign, on a non-reimbursable basis, one or more DHS Officers to coordinate with and facilitate DHS support to the Host in the exchange of relevant intelligence and information consistent with applicable federal statutes, executive orders, Department regulations and policies. DHS will:

(1) establish a rotational assignment policy that contemplates both the optimum level of support to the Host and the professional development of the individual employee assigned as a DHS Officer;

(2) ensure that the assigned DHS Officer is provided secure data and telecommunications systems capabilities in appropriately certified and secured space and facilities provided by the Host;

(3) provide appropriate training to Host personnel, and perform other activities as authorized in support of the administration of DHS' training program, to include: intelligence analysis or information sharing training incorporating an intelligence-led policing curriculum that is consistent with standard training and education programs offered to Department law enforcement and intelligence personnel; privacy and civil liberties training that is developed, supported, or sponsored by the DHS Chief Privacy Officer and the DHS Officer for Civil Rights and Civil Liberties; and such other training as prescribed by the Under Secretary for I&A;

(4) ensure, to the extent practicable, any anticipated or expected absence of a DHS Officer which exceeds 30 consecutive days is covered by the temporary assignment of a DHS Officer in a manner consistent with ensuring continuous support to the Host;

(5) provide necessary personnel management/human capital support for DHS Officers, in accordance with Office of Personnel Management (hereinafter "OPM") and Departmental regulations and guidelines, including consideration for promotions, awards, and other administrative actions.

B. HOST Responsibilities. The Host shall, consistent with applicable Federal and State statutes, regulations, executive orders and policies:

(1) provide office space, parking, unclassified data and telecommunications systems, and any administrative office supplies necessary to perform the tasks under this MOA;

(2) provide access to all Host facilities, equipment, and technical information as may be required to perform the duties outlined in this MOA;

(3) consistent with applicable authorities, policies and procedures of the Parties, provide access to Host databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of information, including enforcement information, that may assist DHS or other entities with homeland security responsibilities;

(4) as appropriate, issue and/or disseminate DHS and joint seal intelligence products consistent with dissemination guidance provided by DHS or in coordination with and following the concurrence of the DHS Officer assigned to the Host; and

(5) promptly notify DHS following a privacy incident involving information originating with DHS.

C. DHS Officer Responsibilities. Consistent with their functional duties and responsibilities as designated by DHS, DHS Officers will:

(1) provide analytic and reporting advice, training, and assistance;

(2) coordinate with the Host to identify information needs and transform them into information requirements and product requests;

(3) track information requests and the delivery of responsive information and intelligence products and provide feedback from the Host to the producers;

(4) create intelligence and other information products derived from such information and other homeland security-relevant information provided by DHS;

(5) consistent with applicable authority, access relevant databases, reports, investigations, and other information produced, retained, and/or controlled by the Host in order to review this information and assist the Host in identifying the types of law enforcement information and information that may assist DHS or other entities protecting the United States;

(6) support efforts of the Host to report information that may assist DHS fulfill its mission, as well as support other entities protecting the United States;

(7) support efforts of the Host to participate in the information sharing environment;

(8) coordinate with other relevant Federal entities engaged in homeland security-related activities;

(9) carry out such other duties as the Secretary of Homeland Security determines are appropriate;

(10) refrain from exercising any supervisory or disciplinary authority over personnel of the Host's facility or participating offices; and

(11) ensure that products intended to be issued and/or disseminated by the Host as joint-seal intelligence products have been reviewed and cleared by DHS according to established DHS procedures for disseminating finished intelligence products.

VI. INFORMATION SHARING AND HANDLING

A. Key Principles. The following key principles and standards apply to the sharing of information between the Parties in any form including verbal, paper, electronic, audio and visual:

(1) sharing must always be in furtherance of the official duties undertaken by the Parties;

(2) the originator of the information to be shared is considered to be the owner of that information and is accountable for deciding how information will be shared in a manner that will ensure the timely and efficient access by the Parties to all information necessary to discharge their official duties;

(3) the Parties will ensure that information will be appropriately marked to indicate the presence of handling, safeguarding, or dissemination controls and is provided with the expectation that these controls will be preserved;

(4) the sharing of PII must be limited to that which is reasonably necessary for the intended recipient to understand, assess, or act on the information provided;

(5) privacy policies and relevant privacy compliance documents, such as Privacy Act notices (including systems of records notices and "(e)(3)" or similar notices) will be issued, reviewed, and revised as appropriate to ensure that they properly describe the treatment of PII;

(6) information sharing must comply with all applicable laws, regulations, or procedures and will incorporate protection mechanisms for handling of proprietary information;

(7) the use of data by an employee of either Party in an unauthorized or illegal manner will result in a review of the factual circumstances by both Parties and potentially subject the employee to appropriate remedial actions;

(8) to maintain data accuracy, where necessary, the Parties will be informed of any changes to the data they have received and also notify the source of any error they discover;

(9) the Parties will ensure that all staff are educated to manage sensitive information appropriately consistent with these principles and organizational policy on the collection and uses of information during the performance of official duties;

(10) the Parties will ensure that any third parties providing a service to them agree and abide by these principles by inclusion in contracts/agreements;

(11) dissemination of information from one Party to another shall not be considered a release of information to the public, nor shall it constitute a waiver of any exemption to the release of information under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552 or similar state law;

(12) any Party in receipt of a request for information (whether pursuant to a FOIA, "sunshine," or discovery law) whose scope includes information shared by the other Party or documents developed jointly by the Parties, shall (a) consult with that Party prior to any disclosure, with the aim of developing a consensus view regarding an appropriate response, or (b) refer the request to the originating Party for a direct response to the requester; and

(13) information will be classified, marked, and accessed, as appropriate, pursuant to Executive Order 12958, as amended and Executive Order 12968.

(14) joint-seal intelligence products will be issued and/or disseminated in accordance with both parties' policies and clearance procedures.

B. Notwithstanding the paragraphs above, the Parties may use, disclose, reproduce, or retain, in accordance with the law of the State and applicable Host policy, any Party-provided data or information (except data or information properly classified in accordance with Executive Order 12958) that is or was:

- (1) already in the public domain at the time or which thereafter enters the public domain without fault or breach of this MOA by the Party;
- (2) already made known to or lawfully acquired from a third party by the Party;
- (3) previously disclosed to the Party without restriction from the other Party; or
- (4) provided or disclosed to, or independently acquired by, the Party without restrictions from its originating source.

C. Notwithstanding the paragraphs above, pursuant to 6 U.S.C. § 482, information obtained by a State or local government from a Federal agency shall remain under the control of the Federal agency, and a State or local law authorizing or requiring such a government to disclose information shall not apply to such information. The State or local agency shall: (a) withhold such information from any response; (b) release such information only with the expressed approval of the Federal agency; or (c) refer the request to the originating Federal agency for a direct response to the requester.

VII. SECURITY REQUIREMENTS.

A. The DHS Officers, in order to meet his or her mission objectives, shall have appropriate access to all relevant Federal databases and information systems, consistent with any applicable policies, guidelines, procedures, instructions, or standards established by the President or, the program manager of the information sharing environment for the implementation and management of that environment, or as otherwise limited by federal law. This shall require that at a minimum, the DHS Officers must have an active security clearance at the level of Top Secret, and be read-on to SCI accesses as required.

B. Host will provide the DHS Officer with any local clearance or access necessary to accomplish duties consistent with DHS's mission responsibilities.

C. Host will protect the identity and personal information of the DHS Officer from public disclosure and will refer all inquiries regarding the presence of the DHS Officer to the DHS Public Affairs Office.

D. For purposes of access to Host information, the DHS Officer shall be considered a federal law enforcement, intelligence, protective, national defense, immigration, or national security official, and shall be considered by Host as authorized to receive information from law enforcement agencies.

VIII. DISCIPLINE AND REMOVAL.

A. Federal employees are subject to the Ethics in Government Act of 1978, 5 C.F.R. part 735, which regulates employee responsibilities and conduct; the Federal Trade Secrets Act, 18 USC, Section 1905; as well as DHS-specific standards of conduct regulations;

B. The Host may not take disciplinary or other administrative action against a DHS Officer who commits a violation under similar Host procedures and regulations governing the conduct of Host employees. DHS however, will take such administrative or disciplinary action against the DHS Officer as may be appropriate under the specific circumstance;

C. The assignment of a DHS Officer can be terminated or modified at any time at the option of DHS or the Host for any reason, including, but not limited to, the DHS Officer's violation of the laws, regulations, or policies of the Host. Where possible, the Party desiring to terminate or modify the assignment should provide a 90-day notice to the other Party. This notification should be in writing and should include the reasons for the termination or modification. A DHS Officer must be removed immediately from his assignment whenever that DHS Officer ceases to be employed by DHS. DHS will select, assess and train a suitable replacement for any DHS Officer removed under this Section, consistent with the requirements of this MOA.

IX. DISPUTES.

A. Disputes arising under or relating to this MOA shall be resolved only through consultations between the Parties. The dispute shall not be referred to any outside Party or to any other forum for settlement without the consent of both Parties.

B. The Host will not pursue any claims against the U.S. Government or its employees, including, but not limited to claims for money, reimbursement of expenses, benefits or salaries paid to any of the Host's employees for its compliance with the responsibilities described within the terms of this MOA. This provision not to pursue any claims applies to past, present, and future compliance with the responsibilities described within the terms of this MOA and is retroactive to and includes claims for compliance with the responsibilities previously provided by the Host to DHS that are consistent with the responsibilities described within the terms of this MOA. This MOA does not waive remedies otherwise available to the Host under the Federal Tort Claims Act or other federal legislation expressly authorizing a private right of action for damages against the U.S. Government.

X. OTHER PROVISIONS.

A. Nothing in this MOA is intended to conflict with current law or regulation or the directives of either Party. If a term of this MOA is inconsistent with such authority,

then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

B. Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this MOA may be conducted at any time. The Inspector General of the Department of Homeland Security, or any of his or her duly authorized representatives, shall have access to materials of the Parties, consistent with applicable authorities of the Parties, in order to perform audits, inspections, investigations, or other examinations of the DHS officers, as authorized by law.

C. Any travel or training will be processed through travel orders with applicable reimbursement paid by the Party that requested and authorized the travel or training. All DHS Officer travel and training will be conducted in accordance with applicable DHS Management Directives and regulations, and the Federal Travel Regulations.

D. Nothing in this MOA shall, or is intended to confer any substantive or procedural right, and this MOA shall not be construed to create a private right of action for enforcement of any of its provisions or a defense to noncompliance with any independently applicable legal obligation.

XI. ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION.

A. All obligations of the Parties under this MOA shall be subject to the availability of properly authorized and appropriated funds for such purposes.

B. This MOA shall become effective upon signature by both Parties and shall remain in effect for an indefinite period.

C. This MOA may be amended by the written agreement of both Parties.

D. This MOA shall supersede any and all prior arrangements regarding DHS Officers entered into by the Parties or their respective organizations, units, or agencies.

E. This MOA may be terminated at will by any party upon ninety (90) days after written notification to the other Party.

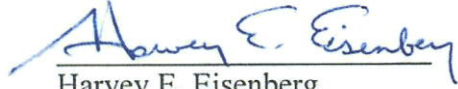
For the Department of Homeland Security:



Bart R. Johnson
Principal Deputy Under Secretary for
Intelligence and Analysis

Date: 10/30/10

For the Maryland Anti-Terrorism Advisory Council
Executive Committee



Harvey E. Eisenberg
Maryland ATAC Coordinator

Date: 9/3/10

**MEMORANDUM OF UNDERSTANDING
WESTERN MARYLAND INFORMATION CENTER**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 27th day of October, 2018 by and between the Maryland State Police, Maryland Coordination and Analysis Center, Frederick Police Department, Frederick County Sheriff's Office, Washington County Sheriff's Office, Hagerstown Police Department, Allegheny County Sheriff's Office, Cumberland Police Department, and Provost Marshal's Office, Fort Detrick, hereinafter identified as participating agencies.

Whereas, the participating agencies jointly agree to abide by the terms and provisions of this MOU;

Whereas, nothing within this MOU shall be construed to limit or impede current or existing Memorandums of Understanding or Mutual Aid Agreements between participating agencies;

Whereas, the participating agencies desire to formalize the rights, duties, and relationships required to create and operate a regional information center; hereinafter referred to as the Western Maryland Information Center (WMIC);

Whereas, it is the intent of the participating agencies to achieve maximum inter-agency cooperation, collaboration, and coordination necessary to develop and disseminate information and intelligence vital to crime fighting efforts within the Western Maryland region;

Whereas, the Frederick Police Department will provide access-controlled office space for use by WMIC operations and personnel; and

Whereas, pursuant to a separate Reimbursement Agreement between the Maryland State Police Grants Management Section and The City of Frederick, the Frederick Police Department will purchase equipment and supplies for the WMIC.

1. MISSION

The mission of the WMIC is to collect, evaluate, collate, analyze, and disseminate information on individuals and groups suspected of being involved in gang and other illegal activity identified as a priority to the WMIC. The WMIC will strive to be the repository for the collection and dissemination of information between local, state and federal law enforcement agencies in an effort to be proactive in initiating criminal investigations.

2. ORGANIZATIONAL STRUCTURE

A. Advisory Board

- a.** The WMIC Advisory Board, comprised of the Chief Executive or their designee of each participating agency, will guide and establish the strategic direction of the WMIC. The WMIC Advisory Board will assure the WMIC is provided with the necessary equipment, training, and administrative support required to fulfill the WMIC's mission.
- b.** The WMIC Advisory Board will meet semi-annually to establish operational, administrative, training, and fiscal objectives for the subsequent fiscal year.

B. Supervision

- a.** A supervisor assigned by the Maryland State Police will provide daily supervision of WMIC operations, personnel, and specific requests for support and will be designated as the WMIC Supervisor. Responsibilities of the WMIC supervisor include, but are not limited to:
 - i.** Direct first line supervision of WMIC personnel to include performance appraisals.
 - ii.** Manage internal investigation procedures of allegations of misconduct of WMIC personnel.
 - iii.** Collection, analysis, and dissemination of information and intelligence specific to the Western Maryland region.
 - iv.** Collection, analysis, and dissemination of information and intelligence obtained from both State and Federal resources as appropriate.
 - v.** Ensure all investigative and intelligence related activities and products conform to both State and Federal laws and requirements.
 - vi.** Primary liaison and coordinator with other State of Maryland, other State, and Federal Fusion Centers.
 - vii.** Upon request, participate in command post operations during large scale events within the Western Maryland region.
 - viii.** Prioritize specific investigative and analytical assistance provided to participating agencies.
 - ix.** Prepare and submit annual budget specific to WMIC operations to the Frederick Police Department.
 - x.** Prepare and submit procurement requests to the Frederick Police Department.

C. Participation

- a.** All participants acknowledge that the WMIC is a joint operation in which all agencies act as partners in the operation of the WMIC for the purposes of combining investigative and analytical resources. The direction and focus of WMIC operations will be determined by the Advisory Board, who will meet collectively to establish policy and provide oversight.
- b.** Participating agencies will assign personnel either full-time or part-time, depending on their agency's staffing levels. Part-time personnel assigned to the WMIC shall work a minimum of eight hours per week in the WMIC. The minimum number of hours spent in the WMIC may be accumulative between two or more persons from the same agency.

- c. To facilitate WMIC communications, each participating agency will identify one individual from their agency to serve as the liaison officer for WMIC operations.

D. Training

- a. Participating agencies agree that personnel assigned as liaison's to the WMIC may be required to attend training associated with civil rights protections and other analytical and/or intelligence related courses or conferences and/or other training the Advisory Board deems appropriate for WMIC operations. Each participating agency maintains the final approval for their personnel regarding training attendance.
- b. The WMIC agrees, pending funding availability and to the extent budgeted funding allows, to provide funding associated with registration for the above noted training.
- c. It is the responsibility of the participating agency to fund the cost of travel, lodging, per diem, and other associated costs to include payment of salaries and overtime expenses of their individual employees.
- d. Training recommendations by the Advisory Board shall be advisory in nature.
 - i. It should be noted that requests to fund training will be prioritized based on the participating agency's level of participation, information/intelligence sharing, and support offered to WMIC operations.

E. Administration

- a. WMIC Operational and Administrative Supervision
 - i. The WMIC Supervisor will establish priority of operations in conjunction with the MCAC liaison.
 - ii. The WMIC Supervisor will ensure a standardized process to facilitate collection, retention, and dissemination of intelligence information.
 - iii. The WMIC Supervisor will ensure all investigative operations and intelligence collection conform to State and Federal statutory requirements.
- b. Participating agencies agree that all WMIC funding expenditures will be in accordance with The City of Frederick Purchasing Rules and Regulations.
 - i. All requests for funding must be approved through the Frederick Police Department command member assigned to provide operational and administrative assistance to the WMIC.

F. Funding/Procurement

- a. Each participating agency is responsible for all liabilities, insurance, worker compensation claims, and personnel costs associated with personnel assigned as liaison to the WMIC.
- b. Participating agencies will submit requests directly to the WMIC Supervisor when requesting WMIC assistance with the purchase of equipment or training. If approved, the WMIC Supervisor will forward the request to the appropriate Frederick Police Department command member assigned to provide operational and administrative assistance to the WMIC.
 - i. It should be noted that requests to fund operational expenses will be prioritized based on the participating agency's level of participation, information/intelligence sharing, and support offered to WMIC operations.

- c. The Maryland State Police will reimburse the City of Frederick for all WMIC equipment purchases and/or training expenditures submitted through the Frederick Police Department.
- d. Invoices received from WMIC purchases will be submitted to the Frederick Police Department Fiscal Affairs Manager. The Department's Fiscal Affairs Manager will coordinate reimbursement of the cost of items associated with WMIC purchases through the Maryland State Police Grant's Management Section.

G. Liability

- a. Each participating agency will be responsible for any negligent or wrongful acts or omission of their respective employees assigned to the WMIC
- b. Each participating agency indemnifies and holds harmless the WMIC and all other participating agencies, to the extent permitted by State law, for any claims or costs arising from participation in the WMIC.

H. Media

Participating agencies retain ownership of any and all intellectual property and related information provided to the WMIC. It is the responsibility of the participating agency to follow their individual agency and State of Maryland statutes regarding dissemination of public information. The WMIC will not release any information or provide media releases.

3. DURATION

This MOU will remain in effect for one year and automatically renew for four successive one year periods. A participating agency may withdraw from this MOU at any time by providing the remaining participating agencies a written notice within thirty days of its intent to withdraw. Upon withdrawal, all WMIC supplied equipment must be returned to the WMIC supervisor.

4. MODIFICATIONS

The terms of the MOU may be modified only by a formal written amendment signed by all parties.

5. PRIVACY AND CONSTITUTIONAL PROTECTIONS

Participating agencies and assigned personnel agree to comply with all applicable laws and regulations protecting individual and organizations' privacy rights, civil rights, and civil liberties in the use, analysis, retention, destruction, sharing and disclosure of personal information received and stored within the WMIC.

In WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date set forth above.



Colonel William Pallozzi
Maryland State Police



Director David A. Engel
Maryland Coordination and Analysis Center



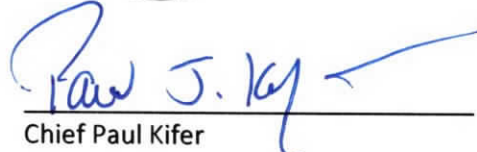
Chief Ed Hargis
Frederick Police Department



Sheriff Charles Jenkins
Frederick County Sheriff's Office



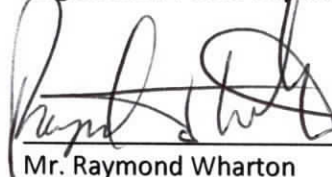
Sheriff Douglas Mullendore
Washington County Sheriff's Office



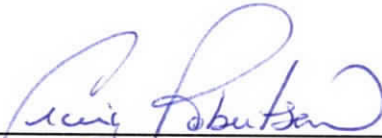
Chief Paul Kifer
Hagerstown Police Department



Chief Charles Hinnant
Cumberland Police Department



Mr. Raymond Wharton
Provost Marshal Police Dept., Fort Detrick



Sheriff Craig Robertson
Allegheny County Sheriff's Office

COOPERATION AND RETENTION AGREEMENT

BETWEEN

Annapolis POLICE DEPARTMENT

AND

THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

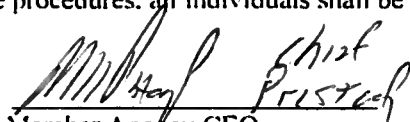
RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

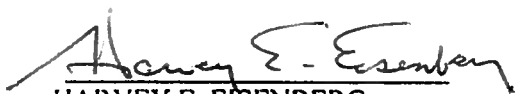
UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and Annapolis Police Dept (member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

**COOPERATION AND RETENTION AGREEMENT
BETWEEN
Anne Arundel County Police Department
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND**

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

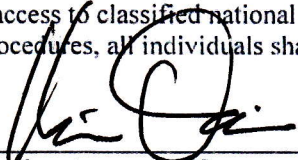
RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

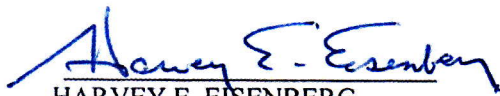
UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements,

The ATAC for the District of Maryland and AACO PD (member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.



Member Agency CEO



HARVEY E. EISENBERG

Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN
Baltimore County PD
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC).
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and


UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and Baltimore County PD
(member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
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- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN
BALTIMORE COUNTY SHERIFF'S OFFICE
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC),
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the
common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond
to emergency situations, and

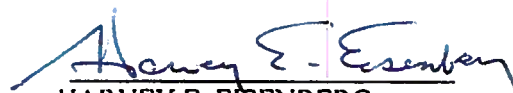
UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen
the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment
on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and
perform other administrative requirements.

The ATAC for the District of Maryland and BALTIMORE COUNTY
SHERIFF'S OFFICE (member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning
from the date the assigned individual is issued an interim security clearance or when the individual begins
their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of
the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the
operational control of the MCAC leadership. Administrative control remains with the member agency.
Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and
administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member
agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from
the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is
understood that operational and personnel issues may arise that reduce the time in which notification to
MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely
impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan
accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security
clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance
and their access to classified national security information shall be terminated. Also, in accordance with
routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN

AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC),
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the
common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond
to emergency situations, and


UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen
the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment
on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and
perform other administrative requirements.

The ATAC for the District of Maryland and Division of Probation have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning
from the date the assigned individual is issued an interim security clearance or when the individual begins
their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of
the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the
operational control of the MCAC leadership. Administrative control remains with the member agency.
Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and
administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member
agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from
the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is
understood that operational and personnel issues may arise that reduce the time in which notification to
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accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security
clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance
and their access to classified national security information shall be terminated. Also, in accordance with
routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN
Federal Bureau of Investigation
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and


UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and FBI have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
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- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.



Member Agency CEO



HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

**COOPERATION AND RETENTION AGREEMENT
BETWEEN**

**AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND**

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC),
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the
common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond
to emergency situations, and


UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen
the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment
on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and
perform other administrative requirements.

The ATAC for the District of Maryland and Office of the State Fire Marshal have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
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- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN
HOWARD COUNTY POLICE DEPARTMENT
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC),
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the
common values and commitment that they share, and


RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond
to emergency situations, and

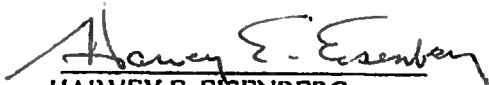
UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen
the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment
on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and
perform other administrative requirements.

The ATAC for the District of Maryland and Howard County
(member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
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- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

**COOPERATION AND RETENTION AGREEMENT
BETWEEN**

**AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND**

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

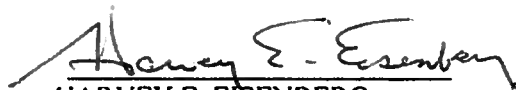
UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and MDTA Police (member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN

MD STATE POLICE

AND

THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

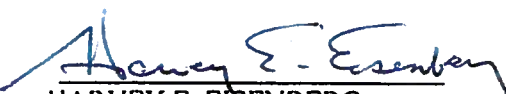
UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and MD STATE POLICE have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.



Member Agency CEO



HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT

BETWEEN

MARYLAND MOTOR VEHICLE ADMINISTRATION

AND

THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and


UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and MVA (member agency) have agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

**COOPERATION AND RETENTION AGREEMENT
BETWEEN
THE MARYLAND NATURAL RESOURCES POLICE (NRP)
AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND**

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC);

WHEREFORE, NRP and MCAC, (“the parties”) understand that the MCAC’s personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share; and

WHEREFORE, the parties understand the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations; and

WHEREFORE, the parties understand that the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies; and

WHEREFORE, the parties agree in consideration of the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements,

The Anti-Terrorism Advisory Counsel (ATAC) for the District of Maryland and the Maryland Natural Resources Police has agreed that:

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) A NRP officer assigned to MCAC is still an employee of the Department of Natural Resources/NRP for all purposes including but not limited to pay, leave, and workers compensation.
- 3) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual’s assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements, (such as mandatory in-service training) for the individual as far in advance as practical.
- 4) MCAC leadership shall provide feedback on assigned personnel’s performance at the direction of the member agency. This feedback shall be kept confidential.

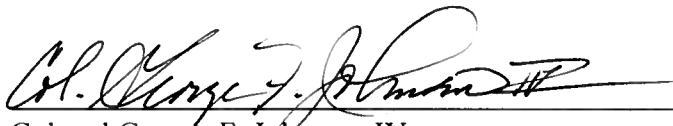
- 5) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 6) Unless otherwise agreed upon by both the MCAC leadership and the Superintendent of the Maryland Natural Resources Police or his designee, the personnel from the NRP will not be placed in a supervisory role or given supervisory duties while fulfilling the 18 month assignment while working at MCAC.
- 7) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.



Harvey E. Eisenberg
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

9/18/09

Date



Colonel George F. Johnson, IV
Superintendent
Maryland Natural Resources Police

10/9/09

Date

**COOPERATION AND RETENTION AGREEMENT
BETWEEN**

**AND
THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND**

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC).
and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and

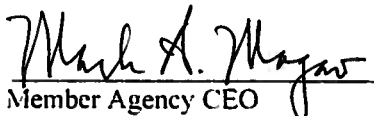
RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and

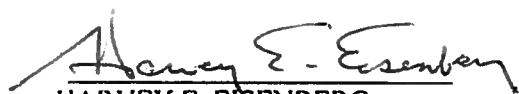
UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements.

The ATAC for the District of Maryland and Prince George's County
POLICE DEPARTMENT have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
- 3) MCAC leadership shall provide feedback on assigned personnel's performance at the direction of the member agency. This feedback shall be kept confidential.
- 4) The member agency shall notify the MCAC Director in writing of their intent to reassign personnel to/from the MCAC as soon as practical, with the goal being at least 90 days prior to the reassignment. It is understood that operational and personnel issues may arise that reduce the time in which notification to MCAC may be given, but the member agency should avoid sudden personnel movement that could adversely impact the operation of the MCAC. This notification requirement will enable the MCAC leadership to plan accordingly and begin the required security clearance paperwork for replacement personnel.
- 5) Unless otherwise agreed to by the Federal Bureau of Investigation (the agency that granted the security clearance), upon reassignment of personnel, MCAC personnel's security clearance will be placed in abeyance and their access to classified national security information shall be terminated. Also, in accordance with routine procedures, all individuals shall be debriefed prior to their departure from the MCAC.


Member Agency CEO


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

COOPERATION AND RETENTION AGREEMENT
BETWEEN

USCG Sector Baltimore

AND

THE ANTI-TERRORISM ADVISORY COUNCIL (ATAC) FOR MARYLAND

IN CONSIDERATION OF the importance of the mission of the Maryland Coordination and Analysis Center (MCAC), and

CONSIDERING that the MCAC's personnel consist of representatives from ATAC member agencies because of the common values and commitment that they share, and


RECOGNIZING the need to guarantee that the MCAC has sufficient personnel to accomplish their mission and respond to emergency situations, and


UNDERSTANDING the established partnership and cooperation among member agencies in this effort will strengthen the relations between the agencies, and

UNDERSTANDING that the assignment of personnel to the MCAC is voluntary but involves a significant commitment on the part of many agencies, to include resources expended to obtain security clearances, to conduct training, and perform other administrative requirements,

The ATAC for the District of Maryland and USCG Sector Baltimore have agreed that:
(member agency)

- 1) Personnel assigned to the MCAC shall be assigned to the MCAC for a minimum of 18 months, beginning from the date the assigned individual is issued an interim security clearance or when the individual begins their assignment in the MCAC, whichever date is the latest.
- 2) Member agencies agree to minimize non-MCAC requirements of the assigned personnel for the duration of the individual's assignment. All detailed personnel are assigned to the MCAC and serve under the operational control of the MCAC leadership. Administrative control remains with the member agency. Consequently, MCAC leadership shall be notified by member agencies of mandatory operational and administrative requirements for the individual as far in advance as practical.
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Member Agency CEO
MARK P. O'MALLEY
COMMANDER
USCG SECTOR BALTIMORE
2401 HAWKINS POINT ROAD
BALTIMORE, MD 21226


HARVEY E. EISENBERG
Assistant U.S. Attorney
ATAC Coordinator for the Executive Committee
District of Maryland

THE SHRIVER CENTER

Cooperative Education, Internship, and Research Programs Employer Agreement

The Shriver Center's Cooperative Education, Internship, and Research Programs are based upon a three-way collaboration among the university, the student, and the employer. As an employer, we ask that you work with us to provide each student with a quality work experience by adhering to the following requirements:

Principles

The employer will:

- ❖ Ensure a high quality work experience that is related to the student's academic interest, enhances his/her classroom theory, and is a creditworthy experience (as approved by The Shriver Center prior to placement).
- ❖ Ensure and support student enrollment in The Shriver Center Practicum, which provides university recognition of the placement with a transcript notation, links the placement to upper-level credit, and ensures that the student has an educational experience.
- ❖ Select candidates referred by UMBC without regard to race, color, sex, religion, national origin, lawful political affiliation, physical handicap, marital status, or age.

Training and Supervision

The employer will:

- ❖ Provide the student with an orientation to organizational policies, procedures, and utilization of resources, as well as position specific training.
- ❖ Assign a supervisor with whom the student will work closely. This person will serve as a primary point of contact for the student and The Shriver Center Coordinator.
- ❖ Provide a positive supervisory experience that encourages the academic, professional, and personal growth of the student. Ensure that no more than 25% of the student's duties are spent on administrative tasks.
- ❖ Provide consistent and appropriate feedback through informal and formal evaluations such as the mid-placement review and end of the semester review to the student throughout the placement. A copy of the evaluation should be returned to The Shriver Center.

Collaboration with Shriver Center Coordinators and Students

The employer will:

- ❖ Provide a description of the co-op/internship/research position, company literature, and employer agreement to The Shriver Center so that students can research opportunities and adequately prepare for interviews.
- ❖ Notify The Shriver Center in writing when internship/cooperative education/research offers are extended to students.
- ❖ Work collaboratively with the student and his/her Shriver Center Coordinator to determine a work/school schedule that suits the needs of the employer and the academic requirements of the student.
- ❖ Work in conjunction with the student's Shriver Center Coordinator throughout the student's placement. Please inform coordinators of any changes to work schedules, hiring needs, questions, or other matters that may arise.
- ❖ Notify The Shriver Center Coordinator prior to any adverse personnel actions.
- ❖ Support the student in completing his/her degree program while refraining from offers of employment outside of the construct of cooperative education/internship programs prior to the completion of his/her degree.



Collaboration with Shriver Center Coordinators and Students (cont.)

- ❖ Compensate students in a manner consistent with company/organization policy.
- ❖ Allow at least one site-visit by The Shriver Center Coordinator.

UMBC Shriver Center Commitment

The Shriver Center will:

- ❖ Designate a Coordinator to work with the Employer/Sponsor.
- ❖ Inform eligible students of co-op/internship/research opportunities.
- ❖ Refer qualified candidates without regard to race, color, sex, religion, national origin, lawful political affiliation, physical handicap, marital status, or age.
- ❖ Assist in the establishment and maintenance of credit-worthy experiences, arrangement of interviews, etc.
- ❖ Provide the Employer/Sponsor with relevant information regarding the candidates, their academic progress, and any changes in status.

This agreement made by and between The Shriver Center at the University of Maryland, Baltimore County and the Maryland Coordination and Analysis Center (MCAC) (Employer/Sponsor) applies in matters concerning placement of UMBC-Cooperative Education/Internship/Research students with Employer/Sponsor.

The contracting representative of each party warrants that he or she has full power and authority to bind his or her organization to each and every provision of this agreement.

This agreement shall be governed by and construed under the laws of the State of Maryland.

In witness whereof the authorized representatives of the parties have executed this agreement to the dates indicated below.

EMPLOYER MCAC

Location BALTIMORE, MD

By DAVID ENGEL
(Print Name)


Signature

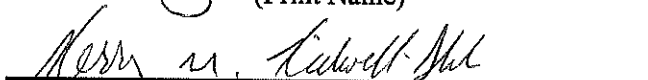
Title Director

Date 8/7/2012

Phone 443 436 8800

THE UNIVERSITY OF MARYLAND,
BALTIMORE COUNTY
THE SHRIVER CENTER

By Kerry Kidwell-Slak
(Print Name)


Signature

Title Asst. Director, Professional Practice

Date 8/8/12

Phone (410) 455-2493





MCAC | MARYLAND COORDINATION AND ANALYSIS CENTER

INFORMATION NON-DISCLOSURE AGREEMENT

1-800-492-TIPS (8477) 410-281-2495 (Fax)

Updated February 2019

- Intending to be legally bound, I, _____, hereby accept the obligation contained in this Agreement in consideration of my being granted access to "sensitive criminal or homeland security information." The terms, "sensitive criminal or homeland security information" includes:
 - Law Enforcement Sensitive (LES) – information that could adversely affect on-going investigations, create safety hazards for officers, divulge sources of information, and/or compromise their identities.
 - For Official Use Only (FOUO) or Sensitive but Unclassified (SBU) – information which warrants a degree of protection and administrative control that meets the criteria for exemption from public disclosure under the Freedom of Information Act (FOIA).
- I agree to keep confidential all "sensitive criminal and homeland security information" provided by the Maryland Coordination and Analysis Center (MCAC) and to protect its confidentiality. As a recipient of information generated by the MCAC, I will restrict access internally and externally only to others with a right and a need to know. "Sensitive criminal or homeland security information" disseminated by the MCAC shall not be further disseminated in any other manner without the written permission of the MCAC.
- I understand that the unauthorized disclosure of "sensitive criminal or homeland security information" by me could cause damage or irreparable injury to future or ongoing investigations and operations. I understand that I am obligated to comply with the MCAC standard operating procedures (made available upon request) regarding the authorized disclosure of "sensitive criminal or homeland security information."
- I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of "sensitive criminal or homeland security information" not consistent with the terms of this Agreement.
- I understand the United States Government and/or the MCAC and/or any agencies that have supplied information or documents to the MCAC may seek any remedy available to them to enforce this Agreement. Actions may include; pursuing criminal penalties; terminating access to MCAC information, and/or the application of a court order prohibiting disclosure of "sensitive criminal or homeland security information" in breach of this Agreement. I hereby waive any and all rights that I, or my agency, may have to object to the issuance of any such order.
- I understand that all "sensitive criminal or homeland security information" to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government, and/or the MCAC and/or originating agencies unless and until otherwise determined by an authorized official or final ruling of a court of law.
- I hereby acknowledge that I have read this Agreement in full concerning the nature and protection of "sensitive criminal and homeland security information." This signed Agreement shall be kept on file with the MCAC until no longer required.

Date: _____ First Name: _____ Last Name: _____

Job Title: _____ Clearance: Select one

Email Address: _____ Work Phone: _____ Mobile Phone: _____

Agency Name: _____ Agency County: _____ Agency Website: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Sector: Select one Jurisdiction: Select one Signature: _____

Supervisor Full Name: _____ Phone: _____ Email: _____

Supervisor concurs on behalf of my agency to all items described.