

MEMORANDUM OF UNDERSTANDING

BETWEEN

**DISTRICT OF COLUMBIA HOMELAND SECURITY AND EMERGENCY
MANAGEMENT AGENCY**

AND

DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Homeland Security and Emergency Management Agency ("HSEMA"), whose address is 2720 Martin Luther King, Jr. Ave, SE, Washington, DC 20032 and the District of Columbia Metropolitan Police Department ("MPD"), whose address is 300 Indiana Ave, NW, Washington, DC 20001, collectively referred to herein as the "Parties."

II. BACKGROUND

The mission of HSEMA is to ensure that the District of Columbia ("District") is prepared to prevent, protect against, respond to, mitigate and recover from all threats and hazards. As part of this mission, HSEMA oversees the National Capital Region Threat Intelligence Consortium ("NTIC"), which is the District's fusion center. The NTIC employs an all-crimes, all-hazards approach and serves as the National Capital Region's ("NCR") only all-hazards fusion center. The NTIC, which is based in the District of Columbia's Homeland Security and Emergency Management Agency, works in partnership with fusion centers in Maryland and Virginia, as well as the federal government, to conduct regional analysis and share information on terrorism, crime, and natural hazards.

The NTIC is one component of the national network of fusion centers, which the US Department of Homeland Security has sanctioned as a critical strategic initiative for sharing information across a range of natural and manmade threats.

The MPD is the lead public safety agency in the District of Columbia and it is the mission of the MPD to safeguard the District of Columbia and protect its residents and visitors with the highest regard for the sanctity of human life. MPD strives at all times to accomplish the mission with a focus on service, integrity, and fairness by upholding the city's motto *Justitia Omnibus -- Justice for All*.

III. PURPOSE

- A.** The purpose of this MOU is to set forth the terms by which MPD agrees to commit personnel resources and to contribute information to the NTIC. This effort will ensure increased communication and coordination and assist in developing methods to efficiently analyze relevant information at all levels to maximize the usefulness of the NTIC products and increase its usefulness to MPD and other public safety stakeholders in the National Capital Region (NCR).
- B.** This MOU is an agreement among the Parties and is not intended, and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against MPD, NTIC, or any state, locality, or other sponsor under whose auspices a party is participating in the NTIC, or the officers, directors, employees, detailees, agents, representatives, task force members contractors, subcontractors, consultants, advisors, successors, assignees, or other agencies thereof.

IV. RESPONSIBILITIES OF MPD UNDER THIS MOU

- A.** MPD agrees to detail one Liaison Officer ("LNO"), at the rank of Captain or above, to the NTIC. The daily schedule and the hours to be worked by the LNO will be determined by the Parties. This LNO is an addition to the MPD LNO who now supports the Joint All-Hazards Operations Center (JAHOC) within HSEMA, which is the District's 24/7 watch center.
- B.** Responsibilities for the conduct of the MPD LNO, both personally and professionally, shall remain with MPD. During this detail, the LNO will continue to work under the rules and regulations applicable to MPD employees and will be subject to the same personnel rules, regulations, laws and policies, including ethical standards, applicable to those employees. The LNO will report personnel and administrative matters to the commanding official of the Joint Strategic & Tactical Analysis Command Center within MPD.
- C.** The designated MPD LNO will:
 - 1.** Be assigned to work within the Analysis Center of the NTIC.
 - 2.** Oversee the handling and dissemination of all law enforcement information.
 - 3.** Facilitate relevant intelligence to MPD.
 - 4.** Review suspicious activity reports and ensure they are appropriately disseminated within a timely manner to the appropriate agency or unit.
 - 5.** Serve as the MPD representative to HSEMA for information needs associated with special events and emergency activations.

6. Participate in other related matters associated with the HSEMA and NTIC's work with MPD.
7. Be available after normal business hours for responses and liaison needs of the NTIC.
8. Coordinate access to the appropriate law enforcement databases to only the NTIC intelligence analysts who work directly with and are supervised by the MPD LNO.

V. RESPONSIBILITIES OF HSEMA UNDER THIS MOU

- A. As the primary fusion center for the District of Columbia, the NTIC conducts analysis, facilitates information sharing, and assists law enforcement and homeland security partners in preventing, protecting against, and responding to crime and terrorism.
- B. The NTIC shall:
 1. Allow the MPD LNO access to the NTIC at all times.
 2. Provide the MPD LNO with an identification card or credentials.
 3. Provide a standard size work station equipped with a computer and telephone.
 4. Provide appropriate training to the MPD LNO.
 5. Authorize the MPD LNO to oversee NTIC intelligence analysts in any and all work related to law enforcement information activities within the NTIC.
 6. Send any law enforcement related work products (For example: "Daily Officer Awareness Bulletins", "Intelligence Bulletins", "Special Event Threat Assessments", and regional products), prior to publishing, to the MPD LNO for review and approval. The MPD LNO shall have final approval for any analysis, report, or work product developed using MPD data.
 7. Research and disseminate Requests for Information (RFI) and Requests for Analysis (RFA) from law enforcement agencies Monday through Friday during normal business hours, excluding holidays. Any questions regarding a RFI or RFA shall be directed to the MPD LNO.
 8. Leverage NTIC real-time open source research and analysis (ROSA) tools for the MPD Intelligence Branch and grant access to MPD members for outside normal business hours and during holidays.

9. Assist with MPD's Capital Watch and suspicious activity reporting public awareness campaigns
10. Monitor social media, open source websites, news outlets, the HSIN-Sit room, and any additional internal and external resources, in an effort to identify events that could affect the operational landscape or MPD operations, and subsequently provide timely and accurate situational awareness and operational intelligence to MPD personnel.
11. Share Suspicious Activity Reports, Terrorist Screening Center Reports, and all other analysis work products with MPD, especially when utilizing MPD databases and resources.

VI. DURATION OF THIS MOU

The term of this MOU continues in force until terminated. This MOU may be terminated at will by any Party, as long as written notice is provided to the other Party of not less than sixty (60) days. Upon termination of this MOU, all equipment will be returned to the supplying Party.

VII. FUNDING

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 commit resources to the NTIC. 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. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate additional funds for such expenditures.

VIII. PRIVACY AND CIVIL LIBERTIES

- A. The Parties agree to comply with all applicable law protecting privacy, civil rights, and civil liberties in the collection, use, analysis, retention, destruction, sharing, and disclosure of information through the NTIC, including, to the extent applicable, the privacy guidelines established for the Information Sharing Environment created by § 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004.
- B. Each Party agrees that the fusion center has now, or will develop, a privacy policy that comports, to the extent practicable, with the Privacy Policy Development Guide published by the Department of Justice as part of the Global Information Sharing Initiative.
- C. This MOU does not alter the Parties' civil and financial liabilities, if any and pursuant to applicable law. MPD shall not be responsible for any civil or financial claim which

does not arise from an act or omission of an employee of MPD committed within the scope of this or her employment.

IX. NOTICE

The Following individuals are the contact points for each Party under this MOU:

Justin Pierce
Deputy Chief and Executive Director
Homeland Security Division
National Capital Region Threat Intelligence Consortium
DC Homeland Security and Emergency Management Agency
2720 Martin Luther King, Jr. Avenue, SE
Washington, DC 20032
(C) 202-437-2348

Carolyn Montagna
Acting Director
Joint Strategic & Tactical Analysis Command Center
Metropolitan Police Department
300 Indiana Ave NW
Washington, DC 20001
(C) 202-489-7859

The Parties may change the contact points at will.

X. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

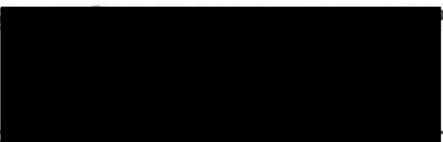
**DISTRICT OF COLUMBIA HOMELAND SECURITY AND EMERGENCY
MANAGEMENT AGENCY:**



CHRISTOPHER RODRIGUEZ
DIRECTOR, HSEMA

Date: 6/17/19

DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT:



PETER NEWSHAM
CHIEF, MPD

Date: JUN 14 2019