

Memorandum of Understanding

Statewide CAD Interface to SHA CHART System

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the Maryland Department of Transportation State Highway Administration (SHA), Maryland State Police (MSP), Maryland Department of Transportation Maryland Transportation Authority (MDTA), Maryland Department of Transportation Maryland Transit Administration (MTA), and the Department of Natural Resources (DNR) (hereinafter collectively referred to as "the Parties").

II. OBJECTIVES

The objective of this MOU is to establish an interface between the Maryland Statewide Computer Aided Dispatch (CAD) system and the SHA Coordinated Highways Action Response Team (CHART) that will allow SHA to retrieve and display non-criminal related CAD incident data on traffic-related codes. There are no costs associated with this MOU.

III. PURPOSE and SCOPE

A. Purpose

The purpose of this MOU is to enhance information sharing and improve upon public safety. Data provided through this MOU will be used by SHA to increase situational awareness by retrieving non-criminal real-time CAD incident data on traffic-related codes into their Advanced Traffic Management System (ATMS) to auto-create Traffic Incidents in the ATMS and speed agency response.

B. Scope

This MOU establishes the Parties' responsibilities related to the transmission of CAD incident data to SHA.

C. Controlling Regulations and Laws

Each Party understands that the provisions of this MOU are subject to the laws and regulations of the United States and the State of Maryland.

D. No Rights Created

This agreement does not, and shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

E. Liability

Each Party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under applicable federal, and Maryland State laws. No participant agrees to insure, defend, or indemnify any other.

IV. SHA RESPONSIBILITIES

A. In consideration for the release of CAD incident data by MSP, MDTA, MTA and DNR to SHA, as shown herein under Figure No. 1, SHA agrees to the following terms and limitations on the use of the information/data as indicated:

1. It shall use such information/data only for the purpose for which it has requested such information as indicated in Sections II and III.
2. SHA assumes all responsibility for the proper use, storage, and protection of such information and unauthorized access, modification, dissemination and disclosure.

Figure No. 1, Data to be Shared to CHART:

MSP	MDTA	MTA	NRP
Accidents	Accidents	Accidents	Abandoned Vessel or Vehicle
Abandoned Vehicle	Collision-60A-Summary Collision	Abandoned Vehicle	Accidents/10-50 PD
Disabled / Unattended Vehicle	Collision-60B-PD		Accidents/10-50 PI
Disasters	Collision-60C-PI		Accidents/10-57 PD
Roadside / Roadway Hazards	Collision-60D-Fatal		Accidents/Departmental PD PI
Sick or Injured	Collision-60M-Concurrent-PD		Disabled Vehicle
Traffic Complaints	Collision-60N-Concurrent-PI		State Park Closure
Traffic Details	Collision-60P-Concurrent-Fatal		Traffic Complaint
	Disabled Vehicle		Traffic Pursuit
	Fire		Traffic Stop
	Hazmat Spill		
	Roadway Hazard		
	Traffic Detail		
	Unattended Vehicle		
	Unattended Vehicle		

V. MSP, MDTA, MTA and DNR RESPONSIBILITIES

- A. MSP, MDTA, MTA and DNR will provide the SHA CHART system a live extract of approved non-criminal CAD Incident data.
- B. MSP will inform SHA if any changes are made to the shared code list by any of the parties.

MSP, MDTA, MTA and DNR assume no liability for any misuse of the data provided to SHA that includes, but is not limited to, unauthorized use or dissemination.

VI. Points of contact for operating under this MOU are as follows:

- A. State Highway Administration Contact
Richard Dye
CHART System Administrator
Office of CHART and ITS Development
Office: 410-582-5619
rdye@sha.state.md.us

- B. Maryland State Police Contact
Captain Tawn Gregory
Maryland State Police
Commander, Information Technology Division
Office: 410-653-4275
tawn.gregory@maryland.gov

- C. Maryland Transportation Authority Contact
Corporal Richard Lechner
Maryland Transportation Authority Police
IT Systems Administrator
Office: 410-537-6761
rlechner@mdta.state.md.us

- D. Maryland Transit Administration Contact
Lieutenant Paul Hayden
Commander, Administrative Unit
Office: 410-454-1688
phayden@mta.maryland.gov

- E. Department of Natural Resources Contact
Captain Shawn Garren
Commander, Communications Center
Office: 410-295-4636
ShawnAGarren@maryland.gov

VII. EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

- a. This MOU is effective upon signing by the last Party and shall remain in effect from the latest signature date unless modified or terminated.
- b. This MOU may be modified at any time by written consent of all Parties, and may be terminated by any Party upon sixty (60) days advance written notice by the terminating Party to the remaining Parties.
- c. This MOU will be reviewed every three (3) years and may be amended by mutual consent by the Parties.
- d. The terms and conditions of this MOU constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOU unless all Parties consent to vary or alter the provision in a signed writing.