

**2007 Law Enforcement Terrorism Prevention Program
Regional Crime Information Sharing Networks**

**MEMORANDUM OF UNDERSTANDING
BETWEEN LOCAL JURISDICTIONS AND PUBLIC COLLEGES/UNIVERSITIES**

(INSERT NAME OF JURISDICTION—Lead)

AND

(INSERT NAME OF JURISDICTION)

AND

(INSERT NAME OF JURISDICTION)

AND

(INSERT NAME OF STATE COLLEGE/UNIVERSITY)

Background

The Governor has appointed the Virginia Department Emergency Management (VDEM) as the State Administrative Agency (SAA) for coordination of the Homeland Security Grant Program (HSGP). Within the HSGP and under the authority of VDEM, the Department of Criminal Justice Services (DCJS) has responsibility for administering the Law Enforcement Terrorism Prevention Program (LETPP) grant on behalf of local governments and public colleges/universities.

Authority

This Agreement is authorized under the provisions of § 44-146.17 and 44-146.18 of the Code of Virginia, 1950, as amended.

Purpose

This Memorandum of Understanding (MOU) is entered into between local jurisdictions and public colleges and universities within the Commonwealth of Virginia to address regional crime information sharing networks to enable law enforcement to conduct safer, more efficient counter-terrorism operations as identified in the 2007 Homeland Security Grant Program (2007-CFD-97.074) awarded to the Commonwealth of Virginia on February 7, 2008. The focus of this joint effort will be the prevention and deterrence of terrorism.

Objective

The Commonwealth's homeland security objective is to protect citizens against the threat of terrorism by detecting, preparing for, preventing, responding to and recovering from terrorist threats or attacks. In fulfilling the objective of this MOU, the parties will meet the intent of the Commonwealth's Homeland Security Strategy, and of the applicable local plans, as well as the homeland security grant requirements. The ultimate objective of this MOU is to satisfy the Department of Homeland Security requirement for all states to be completely National Incident Management System (NIMS) compliant to receive Homeland Security grant funds.

The jurisdictions named herein agree in the interest of public safety and the prevention of terrorism to the awarding of a portion of local share grant funds to the public college/university also named herein to support the participation of the latter in a regional crime information sharing network. The public college/university award will not affect the amount of funds available to local jurisdiction network partners.

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Other Provisions

Nothing in this Agreement is intended to conflict with current laws or regulations of Virginia, the jurisdiction or the state college/university. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

Modification

This agreement may be modified upon the mutual written consent of the parties.

Termination

The terms of this agreement, as modified with the consent of both parties, will remain in effect until September 30, 2009, in accordance with Award Document, dated April 14, 2008. Either party upon 30 days written notice to the other party may terminate this Agreement.

Source of Funding and Administration

The source of funding to accomplish the objectives is the 2007 Homeland Security Grant Program CFD-97.074 (local share Law Enforcement Terrorism Prevention Program). These monies will be sufficient to pay for the cost of a regional crime information sharing network enabling law enforcement officers to search across jurisdictional and state college/university boundaries to conduct safer, more efficient counter-terrorism operations.

Effect of MOU

This document is not a contract and is not legally enforceable by either party/parties. It does not create enforceable rights in any third party. As such it does not imply or assume any waiver of sovereign immunity by the Commonwealth. It may be terminated without any liability or other consequences by either party at any time upon written notice to the other, in accordance with the provisions of this MOU.

Signatures:

Local Authorizing Official:	Local Authorizing Official:	Local Authorizing Official:
Name:	Name:	Name:
Position:	Position:	Position:
Signature:	Signature:	Signature:
Date:	Date:	Date:

Authorizing State College/University Official:
Name:
Position:
Signature:
Date:

