

RESOLUTION NO. 1958

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY AUTHORIZING THE ACTING CHIEF OF POLICE OF THE CITY OF SALISBURY TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE SALISBURY POLICE DEPARTMENT AND THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES AND ITS INFORMATION TECHNOLOGY & COMMUNICATION DIVISION, THE DIVISION OF PAROLE AND PROBATION AND THE DIVISION OF CORRECTIONS TO PROVIDE ACCESS TO CRIME/CRIMINAL DATA.

WHEREAS, the objective of this MOU is to provide the Salisbury Police Department with access to (1) OBSCIS 1 release data, (2) OBSCIS data, and (3) the arrest data of DPP clients for its crime analysis reporting system; and

WHEREAS, the primary purpose of this MOU is to improve public safety and cooperation as it relates to the sharing of data/information for law enforcement purposes; and

WHEREAS, the intent of the information sharing will be to assist law enforcement by providing information related to persons with criminal backgrounds residing in the City and to assist law enforcement locating and apprehending offenders; and

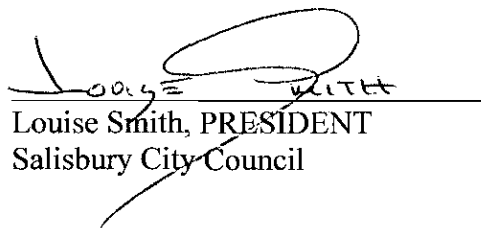
WHEREAS, the signing of this Memorandum of Understanding will enhance our ability to track possible crimes and criminals in our local area, as well as Statewide, which is in the best interest of all parties.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Salisbury, Maryland, grant the Acting Chief of the Salisbury Police Department the authority to enter into this Memorandum of Understanding.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on August 23, 2010 and is to become effective immediately upon adoption.

ATTEST:


Brenda J. Colegrove, City Clerk


Louise Smith, PRESIDENT
Salisbury City Council

APPROVED BY ME THIS:

24th day of August, 2010


James Betton Jr., Mayor

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MARYLAND DEPARTMENT OF
PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION,
DIVISION OF PAROLE AND PROBATION,
DIVISION OF CORRECTION
AND
THE SALISBURY POLICE DEPARTMENT
ON DATA SHARING

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the Maryland Department of Public Safety and Correctional Services (DPSCS) and its Information Technology and Communications Division (ITCD), Division of Parole and Probation (DPP), Division of Correction (DOC) and the Salisbury Police Department (AGENCY) (hereinafter collectively referred to as "the Parties").

II. OBJECTIVE

To provide the Salisbury Police Department with access to (1) OBSCIS I release data, (2) OBSCIS II data, and (3) the arrest data of DPP clients for its crime analysis reporting system.

III. PURPOSE

a. Purpose

The purpose of this MOU is to improve public safety and cooperation as it relates to the sharing of data/information for law enforcement purposes.

b. Controlling Regulations and Laws

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

c. 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.

d. No Third-Party Beneficiary

This Memorandum shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this Memorandum.

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. DEFINITIONS

OBSCIS I means the Division of Correction (DOC) Offender Based State Corrections Information System I managed by DPSCS.

OBSCIS II means the Division of Parole and Probation (DPP) Offender Based State Corrections Information System II managed by DPSCS.

V. SALISBURY POLICE DEPARTMENT RESPONSIBILITIES

- a. The Agency will connect to ITCD via an account and password on the secure File Transmission Protocol (SFTP) server in order to access the extracts and retrieve the data files.
- b. In consideration for the release of criminal justice information by DPSCS to the Agency, the Agency agrees to the following terms and limitations on the use of the data as indicated by DPSCS:
 - 1. It shall use such information only for the purpose for which it has requested such information as indicated in Section II; and
 - 2. It shall not further disseminate such information to any third parties except in accordance with applicable federal and Maryland law and assumes all responsibility for the proper use, storage, and protection of such information and unauthorized access, modification, and dissemination.

VI. MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES RESPONSIBILITIES

- a. ITCD will provide the Agency with a unique access id that will allow them to access to the data via the SFTP server.
- b. The following information will be made available to the Agency:
 - 1. OBSCIS I release data;
 - 2. OBSCIS II data; and
 - 3. Arrest of DPP client's data.

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 either Party upon 60 days advance written notice by the terminating Party to the remaining Party.
- c. This MOU will be reviewed annually and may be revised and/or 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.

VIII. ADMINISTRATION

- a. By signing this MOU on behalf of the Parties, the signer represents that they have the necessary authority to bind the participating agency for which they sign.
- b. This MOU is not a substitute for any statutory, regulatory or policy obligation a Party may have. Any such obligations a Party may have are still binding on that Party.

This MOU has been approved for legal form and sufficiency.

ITCD, DPP, DOC and Salisbury Police Department Data Sharing Agreement

Stuart M. Nathan
Principal Counsel
Maryland Department of Public Safety
And Correctional Services

Date

Agreed:

Ronald C. Brothers
Chief Information Officer
Information Technology
And Communications Division

Date

J. Michael Stouffer
Commissioner
Division of Correction

Date

Patrick McGee
Director
Division of Parole and Probation

Date

Chief Ivan E. Barkley
Chief of Police
Salisbury Police Department

Date

City of Salisbury



MARYLAND

JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ CHAMBERS
ASSISTANT CITY ADMINISTRATOR

699 W. SALISBURY PARKWAY
SALISBURY, MARYLAND 21801
Tel.: 410-548-3165
Fax: 410-548-5173

IVAN E. BARKLEY
CHIEF OF POLICE
SALISBURY POLICE DEPARTMENT

August 3, 2010

TO: John Pick
City Administrator

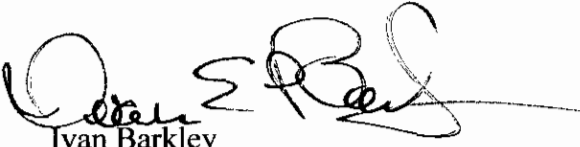
FROM: Acting Chief Ivan E. Barkley

SUBJECT: Resolution – Memorandum of Understanding (MOU)

Attached, please find a Resolution allowing the Acting Chief of Police of the City of Salisbury to sign a Memorandum of Understanding between the Salisbury Police Department, the Maryland Department of Public Safety and Correctional Services and its Information Technology and Communications Division, the Division of Parole and Probation and the Division of Corrections. The purpose of this MOU is to improve public safety and cooperation as it relates to the sharing of data/information for law enforcement purposes.

Also attached is a copy of the MOU. There will be of no cost to the City.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.



Ivan Barkley
Acting Chief of Police

Attachments