

RESOLUTION NO. 2043

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY ALLOWING THE CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE UNITED STATES MARSHAL'S SERVICE TO MODIFY AND REPAIR THE CITY'S PROPERTY AT 311 WEST ISABELLA STREET FOR THE PURPOSE OF HOUSING THE CAPITAL AREA REGIONAL FUGITIVE TASK FORCE (CARFTF) FOR A THREE YEAR PERIOD.

WHEREAS, the Salisbury Police Department and the U.S. Marshal's Service is partnering in the formation of a task force to target wanted fugitives in the City of Salisbury and Wicomico County; and

WHEREAS, the City of Salisbury has agreed to allow this task force the use of the city owned property at 311 West Isabella Street for a minimum of three (3) years and has agreed to pay the cost of cable, internet, and telephone service; and

WHEREAS, the U.S. Marshal's Service has offered to incur the cost of upgrades to the property at 311 West Isabella Street to include a new HVAC system, carpeting, painting, electrical, water heater, plumbing repairs, phone system upgrades, and some light carpentry work by a licensed vender, making the building a habitable office. All upgrades total approximately \$60,000; and

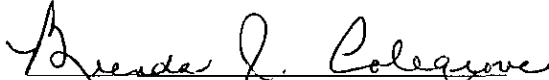
WHEREAS, the U.S. Marshal's Service asks that the United States, the U.S. Marshal's Service and the CARFTF be "Held Harmless" for any occurrence as a result of any repairs or modifications to the building; and


WHEREAS, the City of Salisbury will greatly benefit from this agreement as the Marshal Service will provide additional law enforcement assistance within the City of Salisbury. And will donate all upgrades to the property at 311 West Isabella Street at the end of the license agreement at the discretion of the City of Salisbury.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City enter into a License Agreement with the U.S. Marshal's Service to repair and modify the property at 311 W. Isabella St. for the purpose of housing CARFTF.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on March 28, 2011, and is to become effective immediately upon adoption.

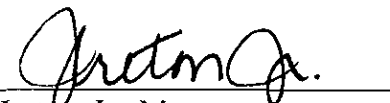
ATTEST:


Brenda J. Colegrove, City Clerk


Louise Smith, President
Salisbury City Council

APPROVED BY ME, THIS:

29th day of March, 2011


James Ireton, Jr., Mayor

THIS LICENSE AGREEMENT is made as of the _____ day of _____, 2011, between the CITY OF SALISBURY, whose address is 125 North Division Street, Salisbury, Maryland 21801 (hereinafter called "City"), and the UNITED STATES MARSHALS SERVICE (hereinafter called "Marshal").

SECTION 1 - DEMISE

City, a municipal corporation, its successors and assigns, does hereby grant and convey unto Marshal, an agency of the United States, its successors and assigns, a license for the purpose of occupying, renovating, and repairing the premises known as 311 West Isabella Street, Salisbury Maryland 21801 (hereinafter called "Premises") for the term of three (3) years, beginning on the _____ day of _____, 2011, and ending on the _____ day of _____, 2014.

SECTION 2 - UTILITIES

Marshal will pay for cable, internet and telephone. City will pay for all other utilities including, but not limited to, electricity, gas, water, and sewer used on the Premises during the term of this License Agreement, or any renewal thereof.

SECTION 3 - PROPER USE OF PREMISES

Marshal covenants to use the Premises for the purposes of the U.S. Marshals Service and the Capital Area Regional Fugitive Task Force (CARFTF). Marshal covenants to keep the Premises clean and safe, to use all equipment and facilities in the Premises in a proper manner.

SECTION 4 - COMPLIANCE WITH LAWS AND RULES

Marshal covenants to comply with any applicable laws, regulations, and guidelines of any governmental authority and to comply with all reasonable rules and regulations adopted by City.

SECTION 5 - NO ASSIGNMENT OR SUBLEASE

Marshal agrees that this License Agreement shall not be assigned in whole or in part nor shall all or any portion of the Premises be sublet without first obtaining the written consent of City, which consent may be withheld in the sole and absolute subjective discretion of City. This prohibition includes assignment or subletting by operation of law or otherwise.

SECTION 6 - DELIVERY OF PREMISES

City shall deliver the Premises to Marshal at the beginning of the term of this License in its "AS IS" condition. Marshal acknowledges that it has examined the Premises and accepts the Premises in its "AS IS" condition.

SECTION 7 - MAINTENANCE/ALTERATIONS

City agrees that Marshal may perform any repairs, modifications or alterations to the Premises necessary to meet the requirements of the U.S. Marshals Service and CARFTF. These repairs, modifications and alterations may include plumbing, electrical, lighting and HVAC system.

City will hold the U. S. Marshals Service and CARFTF harmless on account of damage to the land or buildings resulting from the repairs or modifications.

Marshal will employ licensed third party contractors to perform all repairs, modifications or alterations.

SECTION 8 - INSURANCE

Marshal shall be responsible for its personal property placed on, in, or about the Property, and may choose to cover such personal property with adequate insurance at Marshal's expense.

City shall maintain insurance on the real property.

SECTION 9 - CITY'S ACCESS

City and City's agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection.

SECTION 10 - MARSHAL'S PERSONAL PROPERTY

Marshal shall be responsible for any loss or damage to any personal property of Marshal placed on, in, or about the Premises, or for any personal injury to Marshal or Marshal's agents, employees, invitees, or contractors. Marshal shall hold City harmless on account of the aforesaid damages to personal property or personal injury.

SECTION 11 - END OF TERM; TERMINATION

At the end of the term of this License Agreement, or any renewal thereof, or any termination thereof, Marshal shall surrender the Premises to City in as good condition as when received, except for any damage caused by ordinary wear and use thereof. Marshal further agrees to surrender the Premises free and clear of all personal property and debris and to return all keys to the Premises to City. All personal property remaining on the Premises may be disposed of by City as it sees fit in its absolute discretion.

Marshal may terminate this License Agreement at any time upon thirty (30) days written notice to City.

SECTION 12 - DESTRUCTION OF PREMISES

If the Premises is rendered totally unfit for occupancy by fire, tempest, or other act of God, or by the acts of rioters or public enemies, or other unavoidable accident, the tenancy hereby created shall immediately cease.

SECTION 13 - BREACH AND REMEDIES

If Marshal breaches this License Agreement, City may repossess the Premises pursuant to judicial process, and City shall have other rights as may be allowed by law.

SECTION 14 - ENTIRE AGREEMENT

The provisions hereof together with any addendum attached hereto and initialed by the parties represent the complete and entire agreement between the parties with respect to the Premises.

SECTION 15 - MISCELLANEOUS

The captions are for convenience only and are not to be read to limit or define this License. This License Agreement is to be interpreted under the laws of the State of Maryland. The provisions hereof are binding on the parties hereto and their personal representatives, successors, and assigns; provided that no rights shall inure to the benefit of any personal representative, successor, or assign of Marshal unless approved by City in writing pursuant to Section 6.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

CITY OF SALISBURY (“City”)

Witness

_____(SEAL)
By: Mayor James Ireton, Jr.

UNITED STATES MARSHALS SERVICE
 (“Marshal”)

Witness

_____(SEAL)
By: