

AS AMENDED ON FEBRUARY 9, 2015
RESOLUTION No. 2471

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SALISBURY POLICE DEPARTMENT, THE MARYLAND DEPARTMENT OF SAFETY AND CORRECTIONAL SERVICES, DPSCS, AND WASHINGTON COLLEGE, WC. THE PURPOSE OF THE MOU IS TO ALLOW WASHINGTON COLLEGE TO DEVELOP ANALYTICAL PRODUCTS TO AID THE SALISBURY POLICE DEPARTMENT IN THE FURTHERANCE OF THEIR MISSION OF REDUCING CRIMINAL ACTIVITY AND THE ENHANCEMENT OF PUBLIC SAFETY.

WHEREAS, Washington College in conjunction with The Governor's Office of Crime Control and Prevention has created the Maryland Crime Mapping and Analysis Program, (CMAP), and the Maryland Offenders Management System, (MOMS); and

WHEREAS, the Maryland Crime Mapping and Analysis Program, (CMAP) is designed to provide crime analysis, mapping services and other analysis via a maps/analysis on demand service; and

WHEREAS, the Maryland Offenders Management System, (MOMS) gives law enforcement the ability to search for adults or juveniles on parole or probation and those with open warrants, as well as to access information related to registered sex offenders, and other criminal justice data; and

WHEREAS, the Salisbury Police Department will share crime statistics with Washington College in order for the data to be entered into the Maryland Crime Mapping and Analysis Program, (CMAP) as well as the Maryland Offenders Management System, (MOMS); and

WHEREAS, the Salisbury Police Department will have the ability to share and receive information with other criminal justice agencies ~~that have access to information entered into both (CMAP), and (MOMS), as well as other criminal justice agencies;~~ and

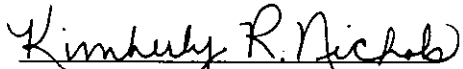
WHEREAS, entering into the MOU with The Maryland Department of Public Safety and Correctional Services, and Washington College will be of no cost to the police department; and


WHEREAS, the work that The Maryland Department of Public Safety and Correctional Services, and Washington College accomplishes with the data that the Salisbury Police Department provides will lead to enhanced police ability to address public safety concerns.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Chief of Police is authorized to sign and enter into an MOU with The Maryland Department of Public Safety and Correctional Services and Washington College to share criminal statistical data for the purpose of crime reduction and prevention.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on February 9, 2015, and is to become effective immediately upon adoption.

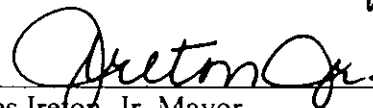
ATTEST:


Kimberly R. Nichols, City Clerk


Jacob R. Day, President
Salisbury City Council

APPROVED BY ME THIS:

11th Day of February 2015


James Ireton, Jr. Mayor

**AS AMENDED ON FEBRUARY 9, 2015
MEMORANDUM OF UNDERSTANDING
BETWEEN
SALISBURY CITY POLICE DEPARTMENT,
THE MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
AND
WASHINGTON COLLEGE**

The Salisbury City Police Department (SBYPD), the Maryland Department of Public Safety and Correctional Services (DPSCS), and Washington College (WC), by their undersigned representatives, hereby enter into this Memorandum of Understanding (MOU).

I. Purpose

The Salisbury City Police Department, DPSCS, and WC (hereinafter collectively referred to as "the parties") enter into this MOU in order to allow Washington College to develop analytical products to aid the Salisbury City Police Department in the furtherance of their mission. It is the parties' expectation that the sharing of information contemplated by this MOU will enhance public safety.

II. Background

A. In conjunction with the Governor's Office of Crime Control and Prevention, WC has created the Maryland Crime Mapping and Analysis Program (CMAP) and the Maryland Offenders Management System (MOMS).

1. CMAP is designed to provide crime analysis, mapping services and other analysis via a maps/analysis on demand service. Both one-time and recurring analysis requests are accepted.
2. MOMS gives law enforcement the ability to search for adults or juveniles on parole or probation, those with open warrants, as well as access to registered sex offenders and other criminal justice data as required and added to MOMS.

B. To expand upon this system, WC is requesting that the Salisbury City Police Department provide them with various data that may be added to MOMS upon their request.

C. MOMS is only accessible through the Maryland Criminal Justice Dashboard (a web based computer information system for authorized criminal justice personnel to view criminal justice and other information from multiple sources); therefore, users must have a valid National Crime Information Center (NCIC) user name and password. This is in effort to preserve the sensitive nature of law enforcement information.

III. Scope

A. The parties agree that Salisbury City Police Department will provide certain designated persons at WC with "read-only" access to records and information developed or maintained by the Salisbury City Police Department as specified in Section IV.A.2. The Salisbury City Police Department may also provide WC with data in other formats, including printed documents.

1. WC may then use that data to create maps and other analytical products to assist the Salisbury City Police Department or place the data on the MOMS application pursuant to Section IV.A.2.
2. WC will produce analysis and maps of data upon request of Salisbury City Police Department. Any analytical products or statistics will be approved by Salisbury City Police Department prior to dissemination unless outlined in this section.

- a. Washington College is permitted to share the Salisbury City Police Department Top Prosecution list with other law enforcement agencies and the Governor's Office of Crime Control and Prevention.
- b. Should the Salisbury City Police Department wish WC to deliver analytical products developed with data provided by the Salisbury City Police Department to other law enforcement agencies, the Salisbury City Police Department will provide written documentation detailing the specific products to be delivered, who the products should be sent to and with what frequency they should be delivered ~~sent to WC~~.

B. The Parties agree to the future sharing of additional data with WC provided that:

1. A formal request from WC to Salisbury City Police Department is made; and
2. Legal approval to share the data has been obtained.

C. 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.

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. 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.

F. Liability

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

IV. RESPONSIBILITIES

A. Salisbury City Police Department

1. The Salisbury City Police Department will be responsible for the timely export or transmittal of database information and other forms of data to WC. The Salisbury City Police Department will be responsive to WC requests for data to meet the Salisbury City Police Department needs for maps and analysis of data by WC.
2. The following, as determined by the Salisbury City Police Department will be provided to WC to include, but are not limited to:
 - a. 911 system call data
 - b. Crime and traffic incident data maintained in RMS
 - c. Field Interview Report Data
 - d. Homicide, Non-Fatal Shootings, Fatal Self-inflicted Gunshots and Aggravated Assault data that the Salisbury City Police Department provides the Maryland Coordination and Analysis Center for inclusion in their Daily Report that is disseminated to Maryland law enforcement.

- e. Citations, Warnings and Safety Equipment Repair Orders issued by the Salisbury City Police Department through ETIX or paper format
- f. Gang intelligence information developed by the Salisbury City Police Department
- g. Crash Data developed or maintained by the Salisbury City Police Department
- h. Detailed information maintained by the Salisbury City Police Department in relation to DUI stops and arrests.
- i. The Salisbury Police Department Top Prosecution List
- j. Any other county owned dataset that the Salisbury City Police Department obtains for legitimate police purposes that they deem necessary for WC to utilize for the production of an analytical product to aid the Salisbury City Police Department.

WC will place items, C, D & I from Section IV A.2 above on the MOMS application. Should WC wish to place additional data on MOMS, WC will obtain written authorization by the Chief of Police of the Salisbury City Police Department.

- 3. The Salisbury City Police Department reserves the right to fingerprint and perform criminal background checks on any individuals who have administrative access to the information and data subject to the Memorandum and that WC will remove from access to the data any individual whom the Salisbury City Police Department rejects.
- 4. The Salisbury City Police Department will allow certain authorized staff at WC with access to the Salisbury City Police Department Share Point site to allow for the transmittal of information to WC and the delivery of product to the Salisbury City Police Department by WC.
- 5. The Salisbury City Police Department understands that all data they supply to WC is administratively maintained and controlled by WC and will be stored within the WC "Environment" which includes the MOMS application and any other databases or systems developed and operated by WC on secure data servers and networks under the technical control of DPSCS.
- 6. The Salisbury City Police Department will develop and approve a Standard Operating Procedure (SOP), for how WC and the Salisbury City Police Department will interact.
- 7. The Salisbury City Police Department assumes all liability and responsibility for verifying that any gang intelligence data supplied to WC meets the requirements of 28 CFR. The Salisbury City Police Department will supply lists of authorized users to WC and these lists will be reviewed monthly to remove any individuals no longer authorized to have access.

B. Maryland Department of Public Safety and Correctional Services (DPSCS)

- 1. DPSCS will host the WC "Environment" which includes the MOMS application and any other databases or systems developed, maintained and operated by WC on secure data servers and networks.
- 2. DPSCS will ensure that the WC Environment will be maintained in accordance with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Maryland Department of Information Technology (DoIT) security policy.

3. DPSCS will ensure that any DPSCS personnel who maintain or support any DPSCS system has undergone a Maryland and national fingerprint based background check.
4. DPSCS will provide the following security controls in relation to the WC College Environment:
 - a. Sensitive data will be transmitted through connections protected with a minimum of 128-bit encryption via Secure Socket Layer (SSL) or Virtual Private Network (VPN).
 - b. All perimeter devices, routers, and firewalls have met the minimum Federal Information Processing Standards (FIPS) 140-2 compliance and all Federal Bureau of Investigations Criminal Justice Information Services requirements, both inside and outside the networks.
 - c. Computer systems related to the WC Environment with access to sensitive data connectivity have deployed virus protection software to detect and eliminate viruses on computer workstations, laptops, servers and simple mail transfer protocol gateways.
5. DPSCS shall notify WC and the Salisbury City Police Department of any data breach both orally and in writing, within one hour of discovery/detection of any unauthorized logical or physical access to the WC Environment.
 - a. DPSCS will report to WC and the Salisbury City Police Department:
 - (1) The nature of the unauthorized use or disclosure;
 - (2) Who made the unauthorized use or received the unauthorized disclosure;
 - (3) What DPSCS has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (4) What corrective action DPSCS has taken or shall take to prevent similar unauthorized use or disclosure.
 - b. For incidents involving personally identifiable information, DPSCS will determine whether notice and/or some form of mitigation (e.g., credit monitoring, data breach analysis, etc.) to affected individuals is required. In those instances where notice and/or mitigation are required, DPSCS will be responsible for providing any notice and/or mitigation, as well as for any reasonable costs associated with the notice and/or mitigation.
6. DPSCS assumes no liability for any misuse of the data provided to WC from the Salisbury City Police Department that includes but is not limited to unauthorized use or dissemination, display, matching, analysis, and/or mapping.

C. WASHINGTON COLLEGE (WC)

1. WC will collect, receive, store, and utilize data provided by Salisbury City Police Department for mapping and analysis and on the MOMS web portal as requested. WC will be responsible for the maintenance and care of data provided by the Salisbury City Police Department. After data has been extracted from any printed documents provided by the Salisbury City Police Department, WC will either return the documents to the Salisbury City Police Department or destroy the documents as directed by the Salisbury City Police Department.

2. WC will adhere to all approved Salisbury City Police Department SOP's relating to data, mapping, and analysis. WC will provide input into the development of these SOP's.
 3. WC acknowledges the confidential nature of the information supplied and agrees that disclosure of records to those not outlined as parties to the agreement, or without NCIC certification, is strictly prohibited. WC understands that any data and information received from the Salisbury City Police Department is highly sensitive and confidential under federal and/or Maryland law and/or regulation. WC agrees, therefore, to treat, maintain and disseminate such data and information in a manner consistent with any applicable law. It further assumes all responsibility for the proper use, storage, and protection of the data and information. Additionally, any information or data remains the property of the Salisbury City Police Department and upon request or termination of the agreement; all such information and data must either be returned to the Salisbury City Police Department or destroyed.
 4. Prior to any publication, WC will submit research findings to the Salisbury City Police Department for review. No publications will occur without the express written prior approval and specific request of the Salisbury City Police Department to create such publication of research findings.
 5. WC will store data on DPSCS controlled computers and networks and all staff accessing data will undergo a Maryland and national fingerprint based background check and be approved by DPSCS.
 6. WC will not grant access to Gang Intelligence data hosted on MOMS unless approved by the Salisbury City Police Department designated staff. No access will be granted in any case unless user has NCIC user I D.
 7. WC will maintain detailed audit logs of all data accessed on MOMS by NCIC user ID. These audit records may be accessed by the Salisbury City Police Department upon request.
 8. In consideration for the release of criminal justice information, WC agrees to the following terms and limitations on the use of the data:
 - a. It shall use such information only for the purposes for which it has requested such information as indicated in Section III.
 - b. It shall not further disseminate such information to any third parties except in accordance with applicable Federal and state laws and regulations and assumes all responsibility for the proper use, storage, and protection of such information and unauthorized access, modification, and dissemination.
 - c. WC shall notify DPSCS and the Salisbury City Police Department of any data breach both orally and in writing, within one hour of discovery/detection of any unauthorized logical or physical access to the WC College Environment.
- (1) WC will report to DPSCS and the Salisbury City Police Department:
- i. The nature of the unauthorized use or disclosure;
 - ii. Who made the unauthorized use or received the unauthorized disclosure;

- iii. What WC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- iv. What corrective action WC has taken or shall take to prevent similar unauthorized use or disclosure.

(2) For incidents involving personally identifiable information, WC will determine whether notice and/or some form of mitigation (e.g., credit monitoring, data breach analysis, etc.) to affected individuals is required. In those instances where notice and/or mitigation are required, WC will be responsible for providing any notice and/or mitigation, as well as for any reasonable costs associated with the notice and/or mitigation.

V. Joint Responsibilities

- A. Each party shall have the right, on request and with reasonable notice, to inspect the facilities and to audit the records for the purpose of determining whether each is in compliance with the provisions of this Agreement and the applicable laws and regulations.
- B. Upon reasonable written notice, either party may suspend furnishing the data described in this MOU, whenever a reasonable determination has been made that any terms of this MOU or related rule, procedure, or policy are violated or reasonably appear to be violated.

VI. Duration

This MOU is effective upon its execution by the parties and remains in force until such time as it is revoked by the Salisbury City Police Department, DPSCS, or WC.

VII. Monitors

All questions or concerns regarding any matter arising under or relating to this MOU should be directed to the parties' MOU monitors. The monitors are:

- A. For the Salisbury City Police Department:

Barbara Duncan
Chief of Police
699 West Salisbury Parkway
Salisbury, MD 21801
410-548-2158
bduncan@salisburydpd.com

- B. For WC:

Stewart Bruce
GIS Program Coordinator
Washington College
151 Dixon Drive, Suite 3
Chestertown, MD 21260
410-282-0012
sbruce2@washcoll.edu

- C. For DPSCS:

Robyn Lyles

Director, Policy Management Unit
Information Technology and Communications Division
6776 Reisterstown Road, Suite 211
Baltimore, MD. 21215
410-585-3185
relyles@dpscs.state.md.us

The parties' warrant that the undersigned have the full right to enter into this MOU on their behalf, and that the consent of no other party is necessary to implement the terms of this MOU.

AGENCY:

Legal Sufficiency Date

Date

For WC:

Mark Hampton, Vice President for Finance and Administration Date

For DPSCS:

Legal Sufficiency Date

Date