

RESOLUTION NO. 1698

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND REQUESTING THE ESTABLISHMENT OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SALISBURY POLICE DEPARTMENT AND SALISBURY UNIVERSITY POLICE TO ALLOW FOR THE SALISBURY UNIVERSITY POLICE TO ROUTINELY PATROL OFF-CAMPUS STUDENT HOUSING AREAS AND ROADWAYS SURROUNDING THE SALISBURY UNIVERSITY CAMPUS.

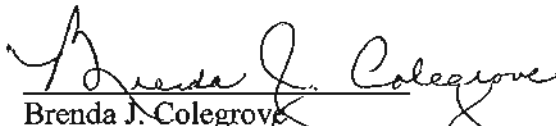
WHEREAS, the Salisbury Police Department is and will remain the primary law enforcement agency responsible for providing public safety to various student housing areas and the roadways surrounding the Salisbury University campus; and

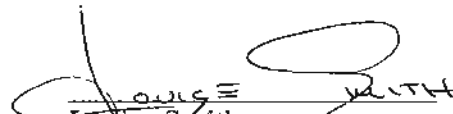
WHEREAS, the Memorandum of Understanding will foster a continuing cooperative effort between the Salisbury Police Department and the Salisbury University Police concerning certain student housing areas and roadways surrounding the Salisbury University Campus; and

WHEREAS, the Salisbury University Police will routinely patrol student housing areas near the Salisbury University Campus to supplement the Salisbury Police Department's presence in these areas.


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Salisbury, Maryland, grant the Salisbury Police Department the authority to enter into a Memorandum of Understanding with Salisbury University Police Department.

THE ABOVE RESOLUTION was introduced at the regular meeting of the Council of the City of Salisbury held on this 8th day of September, 2008, and is to become effective immediately upon adoption.


Brenda J. Colegrove
City Clerk


Louise Smith
Council President

APPROVED BY ME this 9th day of September, 2008


Barrie P. Tilghman
Mayor of the City of Salisbury

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SALISBURY POLICE DEPARTMENT
AND
SALISBURY UNIVERSITY POLICE**

9/10/08

Original of MOU
given to John
Piel to obtain
remaining
signatures

I. Background

The Salisbury Police Department is and will remain the primary law agency responsible for providing public safety to various student housing roadways surrounding the Salisbury University campus. However, due to proximity of such student housing areas and roadways to the Salisbury campus, and the residents of such housing areas and travelers on such roadways largely Salisbury University students, the Salisbury Police Department and the Salisbury University Police Department have determined it beneficial to address issues relating to these student housing areas and roadways cooperatively.

To foster this continuing cooperative effort concerning certain student housing areas and roadways, the Salisbury Police Department and the Salisbury University Police Department do hereby agree to the following conditions of this Memorandum of Understanding. This Memorandum of Understanding hereby incorporates the agreements and understandings set forth in the Police Mutual Aid Agreement entered into by and between Wicomico County, Maryland, the City of Salisbury, the City of Fruitland, and Salisbury University.

II. Routine Patrols by Salisbury University Police

Salisbury University Police may routinely patrol the following student housing areas near campus in order to supplement the Salisbury Police Department's presence in these areas and to assist the Salisbury Police Department in deterring crime in these areas: University Park, University Village, Cedar Crossing, Seasons at Salisbury University, Varsity Lane Townhouses, Seagull Village, and University Townhouses. In addition, Salisbury University Police may routinely patrol the following roadways surrounding the Salisbury University campus: Onley Road, Wayne Street, Bateman Street, Power Street, Milford Street, and Avery Street.

Salisbury University Police may exercise full police authority when patrolling the aforementioned student housing areas and roadways surrounding campus whenever they witness a crime, or in any emergency situation, in all cases where they may be acting within the scope of their employment outside of their normal jurisdictional limits. While undertaking a patrol, Salisbury University officers shall have all the police authority, immunities from liability, and exemption from laws, ordinances and regulations, and have all the pension, relief, disability and worker's compensation benefits enjoyed by such officer to the same extent as if such officer were performing his or her duties within the limits of his or her employing jurisdiction.

Salisbury University Police shall promptly call the Salisbury Police Department for back-up and/or Salisbury Police Department response whenever needed during a routine patrol. Whenever Salisbury University Police take any action during a routine patrol, they shall promptly notify the Salisbury Police Department of any action taken (pursuit, arrest, etc.) and shall provide the Salisbury Police Department with a copy of any report generated.

III. Calls for Service

All calls for service that originate in the areas stated in Paragraph II herein will always initially be dispatched to a Salisbury Police Department unit. The Salisbury Police Department may then request Salisbury University Police to provide back-up and assistance on any Salisbury University related calls (for example, loud student parties/music disturbances, student and/or non-student fights, student and/or non-student drinking/disorderly conduct, etc.). The Salisbury University Police may agree to provide such back-up on Salisbury University related calls when requested by the Salisbury Police Department and as availability permits. A request for back-up shall not eliminate the Salisbury Police Department's obligation to respond to any service call.

The Salisbury Police Department shall retain the sole authority and obligation to respond to calls relating to and to conduct investigations relating to the following crimes: criminal homicide, forcible rape, robbery, aggravated assault, burglary, theft (over \$500), motor vehicle theft, arson, all deaths, all cases of suspected child abuse and all other crimes as deemed necessary. The Salisbury University Police shall assist in any investigation of the crimes listed above, to the extent such assistance would be relevant and to the extent requested by the Salisbury Police Department.

IV. Information Sharing

Copies of all incident and arrest reports will be forwarded to the Salisbury University Police to keep the University administration abreast of incidents involving college students and/or Salisbury University personnel. Copies of reports generated by University Police providing back-up and assistance will be forwarded to the Salisbury Police Department.

V. Meetings

At times during the year, it may be necessary to schedule meetings with the management of the student housing areas specified in Paragraph II herein to address quality of life issues. Participants at these meetings will include representatives from the Salisbury Police Department and Salisbury University Police.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their proper official, their corporate seal hereunto attached, attested by their respective officers, this _____ day of _____, 2008.

WITNESS: PRESIDENT, SALISBURY UNIVERSITY

BY: _____

CHIEF OF POLICE, SALISBURY UNIVERSITY

BY: _____

CHIEF OF POLICE, SALISBURY POLICE DEPARTMENT

BY: _____

MAYOR, CITY OF SALISBURY, MARYLAND
BY: Donie P. T. Johnson

PRESIDENT, CITY COUNCIL, SALISBURY, MARYLAND
BY: George Smith
