

RESOLUTION NO. 1943

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 UNITED STATES MARSHALS SERVICE (USMS)
CONCERNING THE MARYLAND STATE APPREHENSION TEAM-SALISBURY WHICH
IS WORKING UNDER THE AUSPICES OF THE CAPITAL AREA REGIONAL FUGITIVE
TASK FORCE

WHEREAS, the Mayor and City Council find that the performance of this Memorandum
of Understanding is in the best interest of both the United States Marshals Service and the City of
Salisbury and that the undertaking is in the best interest of public safety in the City of Salisbury;
and

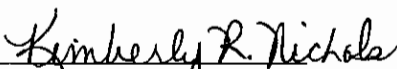
WHEREAS, the primary mission will be to work with the United States Marshals Service
as part of the Capital Area Regional Fugitive Task Force to conduct joint law enforcement
operations, and investigate and arrest persons who have active state and federal warrants for their
arrest; and

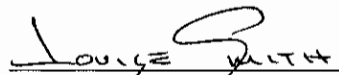
WHEREAS, the intent of the joint effort is to investigate and apprehend local, state, and
federal fugitives primarily wanted for, but not limited to: violent crimes against persons, weapons
offenses, felony drug offenses, and failure to register as a sex offender; thereby, improving public
safety, and reducing violent crime in the City of Salisbury and Wicomico County in support of
the Safe Streets mission.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY
OF SALISBURY, MARYLAND, that the Acting Chief of Police of the City of Salisbury is
authorized to sign a Memorandum of Understanding between the Salisbury Police Department
and the United States Marshals Service (USMS) concerning inclusion into the Maryland State
Apprehension Team-Salisbury working under the auspices of the Capital Area Regional Fugitive
Task Force.


THE ABOVE RESOLUTION was introduced at the regular meeting of the Council of
the City of Salisbury held on this 12th day of July, 2010, and is to become effective immediately
upon adoption.

ATTEST:


Kimberly R. Nichols,
Assistant City Clerk


Louise Smith,
Council President

APPROVED BY ME this 14th day of July, 2010.


James Heaton, Jr.
Mayor of the City of Salisbury



CAPITAL AREA REGIONAL FUGITIVE TASK FORCE

(SALISBURY SAFE STREETS.)

MEMORANDUM OF UNDERSTANDING

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Salisbury, MD Police Department and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

In support of the Salisbury Safe Streets initiative, the primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Commander, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure

to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the RFTF Commander prior to assignment to the RFTF. Agency personnel may be removed at anytime at the discretion of the RFTF Commander.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Commander. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the RFTF Commander and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for

state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the RFTF Commander, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the RFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Once the operation is concluded, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the RFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Commander and each concerned task force officer. In the event of a shooting incident involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

Media inquires will be referred to the RFTF Commander. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Commander.

AGREED TO THIS 21ST DAY OF APRIL, 2010.

Johnny L. Hughes
U. S. Marshal, District of Maryland
United States Marshals Service

Ivan E. Barkley Sr.
Chief of Police
Salisbury Police Department
Salisbury, Maryland

T. Michael Earp
Assistant Director, IOD
United States Marshals Service

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: John Pick
From: Loré L. Chambers, Ph.D. (Candidate) *LCC*
Subject: Maryland State Apprehension Team - MOU
Date: July 2, 2010

A call was placed to Mr. Edward Parker of the Governor's Office of Crime Control and Prevention (GOCCP) in reference to the City of Salisbury participating in the Capital Area Regional Fugitive Task Force. The purpose of the communication was to clarify expectations of the Task Force. Based on the MOU, the U. S. Marshall Service can deputize local law enforcement officers to allow them to cross jurisdictional lines in order to assist with the apprehension of individuals of interest. According to Mr. Parker, it is the policy decision of the local jurisdiction as to whether or not to allow the officers to be deputized and whether or not they will be allowed to cross jurisdictional lines. Currently other jurisdictions that participate include Prince Georges County and Baltimore City. Locally the Maryland State Police and the Wicomico Sheriff's Department participate under this program.

The City of Salisbury currently participates under a grant from GOCCP for the Multi-Jurisdictional Warrant Reduction Program which has been instrumental in meeting the goals of the Safe Streets Program. It is realistic to contend that this additional program will further undergird the crime reduction strategies outlined in the Safe Streets Program, by increasing communication and cooperation with apprehension of individuals who cross jurisdictional lines.

cc: James Ireton, Jr., Mayor
Ivan Barkley, Acting Police Chief