

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

**MARYLAND-NATIONAL CAPITAL PARK POLICE
MONTGOMERY COUNTY DIVISION
12751 LAYHILL ROAD
SILVER SPRING, MARYLAND 20906**

(301) 949-8010



Memorandum

DATE: October 25, 2006

TO: The Montgomery County Planning Board

FROM: Nathaniel Barber, Chief *NJB*
Maryland-National Capital Park Police
Montgomery County Division

RE: Mutual Aid Agreement With County Police

RECOMMENDATION:

Approval of Resolution MCPB 06-108

To approve and adopt Reciprocal Enforcement and Mutual Aid Agreement ("REMAA") by and between the Montgomery County Division of the Park Police and the Montgomery County Police Department.

BACKGROUND:

This item is to follow up on the briefing presented to the Planning Board by General Counsel Adrian Gardner and me two weeks ago, on October 12, 2006.

At that time, the Board reviewed various aspects of a proposed mutual aid agreement, and I explained my professional judgment

that the agreement proposed at that time did not represent the best public safety policy – but only because it failed to provide the Park Police with primary responsibility for the investigation of sex offenses (other than rapes) that occur on Park Property.

Based on our discussion and the Board's direction, I communicated our position to Chief Manger by my letter dated October 13, 2006 (attached).

During a meeting of the Public Safety Committee of the Montgomery County Council on Monday, October 16, 2006, I was informed that the County Police would concede to our position, so that the Park Police would retain lead responsibility for the investigating sex offenses other than rape related to Park Property. The REMAA has been revised accordingly.

With that important change, after more than six years of effort, I respectfully request your approval of the resolution attached to approve and adopt this agreement.

ATTACHMENTS:

- Resolution MCPB 06-108
- Reciprocal Enforcement and Mutual Aid Agreement
- Letter dated October 13, 2006, to Chief Manger
- Comparison Chart

**RESOLUTION
OF THE
MONTGOMERY COUNTY PLANNING BOARD OF THE
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

WHEREAS, pursuant to the authority set forth in 1922 Md. Laws Ch. 259, Montgomery County, Maryland (the "County") has established the Montgomery County Police (the "County Police") to protect the health, safety and general welfare of the public within the territorial limits of Montgomery County (the "County Limits"); and,

WHEREAS, pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Article 28, Section 5-101, the Maryland-National Capital Park and Planning Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission's properties located from time to time within the County Limits (the "Park Property"); and,

WHEREAS, pursuant to the authority set forth in the Code at Article 28, Section 5-114, the Commission has established the Montgomery County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission's activities undertaken within the County Limits and on the Park Property; and,

WHEREAS, pursuant to the authority set forth in the Code at Article 28, Section 5-114, the County Police shares with the Park Police concurrent general police jurisdiction within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property, subject to the supervisory jurisdiction of the Park Police within and among Park Property only; and,

WHEREAS, pursuant to the authority set forth in the Code, at Article 28 Section 5-114 and the Criminal Procedure Article at Section 2-105, the County, Commission, County Police and Park Police (collectively referred to herein as the "Parties") desire to make and enter into the "Reciprocal Enforcement and Mutual Aid Agreement" provided on the terms and conditions expressed in Exhibit A attached hereto, and incorporated herein by reference as if set forth in full; and,

WHEREAS, pursuant to the authority set forth in 1992 Md. Laws Ch. 569, as amended by 2002 Md. Laws Ch. 542, the Parties expressly desire to expand the Park Police forces for the limited purpose of authorizing the exercise of concurrent jurisdiction by horse-mounted patrols of the Park Police in certain areas located within the County Limits and only under circumstances expressed under the Reciprocal Enforcement and Mutual Aid Agreement; and

WHEREAS, the Parties further desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property; and,

WHEREAS, the Parties further desire to establish the conditions under which the Park Police may render mutual aid in the exercise of general jurisdiction within the County Limits.

NOW, THEREFORE, ACTING BY THE AUTHORITY SET FORTH IN ARTICLE 28 OF THE CODE AT SECTION 7-111, BE IT:

RESOLVED, that the Commission is authorized, and shall accordingly, make and enter into the Reciprocal Enforcement and Mutual Aid Agreement containing the terms and conditions attached hereto at Exhibit A, incorporated herein by reference as if set forth in full; and,

RESOLVED FURTHER, that the Park Police shall be, and hereby are, directed to promptly issue and implement such Divisional Directives as may be necessary or appropriate to implement the Reciprocal Enforcement and Mutual Aid Agreement; and,

RESOLVED FURTHER, that the Chairman of the Montgomery County Planning Board and any other appropriate employee or officer of the Commission shall be, and hereby are, authorized to execute the Reciprocal Enforcement and Mutual Aid Agreement and such other and further assurances as necessary to evidence approval by the Commission according to this resolution.

NB:MB:arg

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EXHIBIT A
TO MCPB RES. 06-108
(showing amendments)

**RECIPROCAL ENFORCEMENT
AND
MUTUAL AID AGREEMENT**

THIS RECIPROCAL ENFORCEMENT AND MUTUAL AID AGREEMENT (the "Agreement") is made as of this _____ day of _____, 2006, by and between Montgomery County, Maryland (the "County"), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the "Commission") a public body corporate and agency of the State of Maryland.

Explanatory Statements

A. Pursuant to the authority set forth in 1922 Md. Laws Ch. 259, the County has established the Montgomery County Police (the "County Police") to protect the health, safety and general welfare of the public within the territorial limits of Montgomery County (the "County Limits").

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Article 28, Section 5-101, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission's properties located from time to time within the County Limits (the "Park Property").

C. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the Commission has established the Montgomery County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission's activities undertaken within the County Limits and the Park Property.

D. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the County Police shares with the Park Police concurrent general police jurisdiction within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property, subject to the supervisory jurisdiction of the Park Police within and among Park Property only.

E. Pursuant to the authority set forth in the Code, at Article 28 Section 5-114 and the Criminal Procedure Article at Section 2-105, the County, Commission, County Police and Park Police (collectively, the "Parties") desire to make and enter into this "Reciprocal Agreement" for the purposes provided thereunder.

F. Pursuant to the authority set forth in 1992 Md. Laws Ch. 569, as amended by 2002 Md. Laws Ch. 542, the Parties expressly desire to expand the Park Police forces for the limited purpose of authorizing the exercise of concurrent jurisdiction by horse-mounted patrols of the Park Police in certain areas located within the County Limits and only under circumstances expressed herein.

G. The Parties further desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property.

H. The Parties further desire to establish the conditions under which the Park Police may render mutual aid in the exercise of general jurisdiction within the County Limits.

~~[[J]]~~ (I). This Agreement has been approved by the Montgomery County Council on _____, 2006, by Resolution, a true and correct copy of which is annexed hereto at Exhibit A.

~~[[K]]~~ (J). This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on _____, 2006, by Resolution _____, a true and correct copy of which is annexed hereto at Exhibit B.

NOW, THEREFORE, in consideration of the mutual rights, duties, promises and obligations herein, the parties desire to set forth in writing the understanding reached between them concerning the manner in which police service is to be rendered within the Park Property and within the County Limits and therefore agree to the following:

1. Authority Reserved. The purpose of this Agreement is to establish the basis and proper exercise of jurisdiction within the County Limits and Park Property under the circumstances expressed herein. Nothing contained in this Agreement is intended to cede, relinquish or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and the County Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by law of the County, resolution of the Commission, common law of Maryland or any other applicable law or regulation promulgated pursuant thereto. For example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of the County Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202 or 2-203 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.2, 2.3, 2.4, 3, 4 or 5 of this Agreement may only be enforced by the parties under Section 6 of this Agreement and shall have no effect on the authority of the County Police or the Park Police to exercise the police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Limited Jurisdiction Conferred. ~~[[The]]~~ When necessary, the County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, confer upon the Park Police the concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within ~~[[the]]~~ specified geographical areas (the "Special Patrol Areas") contained within the County Limits ~~[[and enumerated in **Schedule 2.1** attached to this Agreement (the [Special Patrol Areas]);]]~~ as those areas may be enumerated from time to time in writing and executed by mutual consent of the Chief of the County Police and the Chief of the Park Police; provided, however, that such authority conferred by this Section 2.1 (the [Special Patrol Jurisdiction]), shall be subject to the following limitations:

2.1.1. Special Patrol Areas. Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of the Park Police to engage in fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

2.1.2. *Mounted Patrol.* Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be limited to (a) routine and/or scheduled patrol by sworn uniformed officers of the Park Police mounted on horseback (the "Mounted Patrols") and (b) other activities incidental and reasonably related to conducting the Mounted Patrols.

2.1.3. *Investigation of Crime.* The Mounted Patrols shall not initiate routine investigations of crime occurring within a Special Patrol Area, except and only to the extent, an investigation may be initiated when (a) it is incident to a Mounted Patrol at the scene of a crime, reported crime or possible crime and (b) it is reasonable in scope and duration under the circumstances.

2.1.4. *Park Property Reserved.* Nothing provided in this Article 2 with respect to the Special Patrol Jurisdiction shall limit or otherwise impair the exercise by the Park Police of jurisdiction within any Park Property located within a Special Patrol Area, it being expressly understood that jurisdiction within any Park Property shall be exercised according to the provisions of Article 3 of this Agreement only.

2.2. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer assigned to exercise Special Patrol Jurisdiction at any time; provided, however, that the Park Police may in its sole discretion withdraw any such Park Police officer from the Special Patrol Area and Special Patrol Jurisdiction, and such on-the-scene command, in the event any need for redeployment arises as determined by the Park Police. Without limiting the generality of the foregoing, it is understood that charge and command shall include for this purpose the authority to select appropriate areas or beats for the Mounted Patrol~~[[,]]~~ and the authority to exercise on-scene supervision~~[[, and the authority to determine the number and identity of officers on duty best suited to respond to any such incident. Notwithstanding]]~~; provided, however, that notwithstanding the authority of the County Police to exercise such command~~[[, however]]~~, the Park Police shall have exclusive responsibility for the scheduling, shift assignment of Park Police officers who undertake the Mounted Patrol activities from time to time, and the safety and well-being of their mounts.

2.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the Park Police agree to observe certain practices and procedures provided as follows:

2.3.1. *Advance Notice of Patrol Schedule.* The Park Police shall provide advance written notice of scheduled Mounted Patrols to the County Police Emergency Communications Center on a weekly or monthly basis. The patrol schedule shall be furnished in any form and content as the County Police may from time to time reasonably promulgate and require.

2.3.2. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Special Patrol Jurisdiction shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

2.3.3. *Arrests.* In the exercise of its Special Patrol Jurisdiction conferred under this Agreement, subject only to the command authority of the County Police, the Park Police

shall have full and complete authority to make arrests within the Special Patrol Areas.

2.3.4. Incident Reports. The Park Police shall file with the County Police a written report for any arrest or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.4. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

2.4. Prompt Assistance. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Special Patrol Jurisdiction conferred pursuant to this Agreement.

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police and County Police with respect to the Park Property and that portion of all roads and sidewalks immediately adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. On Park Property. ~~[[Except and unless expressly waived at the sole option of the Park Police with]]~~ With respect to a particular incident, ~~[[the Park Police shall have full]]~~ charge and responsibility for on-the-scene command of any County Police officer who exercises concurrent jurisdiction on Park Property ~~[[.]] shall be determined by the Park Police in good faith on a case-by-case basis and depend upon the facts and circumstances of the incident. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics Team and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). Notwithstanding the exercise of command by the County Police in any instance, however, it is understood that the Park Police shall have exclusive responsibility for the deployment of Park Police officers who undertake horse mounted related duties, and the safety and well-being of their mounts.~~

3.1.2. Certain Areas Adjacent to Park Property. If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any County Police officer who responds to that incident unless the incident requires the activation of any County Police emergency response resource. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics Team and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). If any incident begins or is discovered on the roads and sidewalks immediately adjacent to Park Property, and does not involve Park Property, then, the County Police shall have full charge

and responsibility for on-the-scene command of any Park Police officer who exercises concurrent jurisdiction on such roads and sidewalks.

3.2. *Park Police.* Except as otherwise expressly provided in Section 3.3. of this Agreement, the Park Police shall be the agency of principal responsibility for law enforcement activities undertaken with respect to Park Property, including, but not limited to, the following:

3.2.1. *Patrol.* Routine and/or scheduled preventive patrol accomplished by any means (including patrol by motor vehicle, mounted horseback, foot or bicycle patrol).

3.2.2. *Investigation.* Initiation and/or conduct of investigative activities relating to a crime, reported crime or possible crime occurring on Park Property; provided, however, that, the County Police shall be and remain the agency of principal responsibility for investigative activities relating to any human death occurring or discovered on Park Property. With respect to those events investigated by the Park Police, the Park Police shall be solely responsible for the collection and preservation of evidence/property recovered during the course of their investigations.

3.2.3. *Warrants.* The execution on Park Property of search or arrest warrants relating to any crime, reported crime or possible crime investigated by the Park Police.

3.2.4. *Crowd Control.* The planning and execution of law enforcement measures to control crowds, demonstrations, public displays, and similar scheduled and unscheduled congregations which may occur from time to time on Park Property.

3.2.5. *Drug and Alcohol Crime.* The investigation and enforcement of any violation occurring on Park Property of laws relating to the possession, use and/or distribution of narcotics, and similar controlled dangerous substances or alcoholic beverages.

3.2.6. *Motor Vehicle Laws.* The investigation and enforcement of any violation of the motor vehicle laws of the State of Maryland occurring on Park Property, whether or not the violation is a crime.

3.2.7. *Enforcement of Rules and Regulations.* The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Article 28, Section 5-113; provided, however, that nothing contained in this Section 3.2.7 shall be construed to limit the authority provided by the Park Police to certain County police personnel to issue civil citations for violations of the Rules and Regulations.

3.3. [[County Police;]] Certain Investigations [[of Death]].

3.3.1 Deaths on Park Property. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any human death, including unattended and/or undetermined deaths, homicides, attempted homicides (e.g., assaults resulting in life threatening injuries), and events where human death is likely or imminent, occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police. In those events where human death is likely or imminent, the Park Police shall immediately notify the County Police and the two agencies will conduct joint investigations. [[In those events where human death is likely or imminent, the Park Police shall immediately notify the County Police and the two agencies will conduct joint

investigations.]]

3.3.2 Rape and Certain Sex Offenses on Park Property. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any first or second degree rape occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any attempted rape and/or any first or second degree sex offense or attempted first degree or second degree sex offense; provided, however, that any such investigation shall be conducted jointly with the County Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any third or fourth degree sex offense or attempted third or fourth degree sex offense; provided, however, that any such investigation may be conducted jointly with the County Police at its option. It is understood that incident reports completed by either agency shall be forwarded to either the Commander, Criminal Investigations Division, Park Police or Director, Major Crimes Division, County Police, as soon as practicable following the close of the investigator's tour of duty, but not later than 48 hours thereafter.

3.4. Certain Practices of County Police. For the purpose of securing the orderly exercise of concurrent jurisdiction with respect to Park Property, the County Police agree to observe certain practices and procedures provided as follows:

3.4.1. *Advance Notice of Certain Operations.* To ensure the safety of both Park Police officers and County Police officers, the County Police shall provide to the Park Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted on Park Property. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the Park Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

3.4.2. *Communication Protocol.* Incidents observed by the County Police and arrests made by the County Police in the exercise of its concurrent jurisdiction on Park Property shall be reported promptly to the Park Police Communications Section by means of radio or telephone transmission.

3.4.3. *Incident Reports.* The County Police shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by the County Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 3.4.4. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

3.4.4. *Prompt Assistance.* The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other incident arising on Park Property.

4. Incidental Enforcement Within County Limits. The County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, do hereby expressly confer upon the

Park Police the concurrent and general jurisdiction necessary and sufficient under law to undertake the following activities of law enforcement (specified herein at Sections 4.1, 4.2, and 4.3) anywhere within the County Limits upon the terms, conditions and limitations expressed in this Article 4 (such jurisdiction, the [Incidental Police Powers]). It is understood that the Incidental Police Powers expressed in this Article 4 are conferred in addition to, and not in lieu of, the Special Patrol Jurisdiction conferred in Article 1 of this Agreement and the concurrent jurisdiction conferred under the Code.

4.1. Non-Emergency Conditions.

4.1.1. *Motor Vehicle Violations.* Any officer of the Park Police who is (a) dressed in a uniform approved by the Park Police or (b) operating a motor vehicle marked with approved Park Police insignia, or both, may initiate a traffic stop in the event the officer witnesses operation of a motor vehicle in violation of any of any applicable State or County law or regulation, saving and excepting only speed enforcement using radar or laser technology off Park Property or the roads and sidewalks adjacent thereto (the [Excepted Motor Vehicle Violations]).

4.1.2. *Warrants.* Any officer of the Park Police may lawfully execute within the County Limits a warrant duly issued by a court of competent jurisdiction.

4.1.3. *Certain Traffic Accidents.* The Park Police shall investigate any traffic accident involving a motor vehicle owned by the Commission or operated within the scope of employment by any employee of the Commission, unless and except in the event the accident results in any human death or serious injury where death is likely to occur, in which event the County Police shall then investigate in all events.

4.1.4. *Death or Serious Injury of Park Police Officers.* In the event of death or serious injury of an on-duty officer of the Park Police occurring within the County Limits but not on Park Property, the Park Police will be permitted a non-supervisory role in a joint investigation conducted at the direction of the County Police.

4.1.5. *Joint Operations.* Upon the written order executed jointly by the Chief of the County Police and Chief of the Park Police, the Park Police shall be authorized and empowered to provide temporary assistance to the County Police for purposes of any public event, demonstration, law enforcement task force or similar operation or undertaking (a [Joint Operation]) which may be conducted jointly by the departments from time to time. An officer of the Park Police acting within the reasonable scope of his or her responsibility in any such Joint Operation shall have all concurrent and general jurisdiction necessary and sufficient under law to make arrests and otherwise enforce the laws of the United States, the State of Maryland and laws of Montgomery County.

4.2. Warrantless Arrest. Nothing provided in this Agreement is intended to limit, restrict or in any manner affect whatsoever the authority for any officer of the Park Police to make a warrantless arrest.

4.3. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer undertaking any activity which constitutes the exercise of any Incidental Police Power enumerated in this Article 4.

4.4. Certain Practices of Park Police. For the purpose of securing the orderly exercise of the Incidental Police Powers conferred according to this Article 4, the Park Police agree to observe certain practices and procedures provided as follows:

4.4.1. *Advance Notice of Certain Operations.* To ensure the safety of both Park Police officers and County Police officers, if the Park Police have prior knowledge of a need to exercise any of these Incidental Police Powers, the Park Police shall provide to the County Police reasonable prior notice thereof. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the County Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

4.4.2. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Incidental Police Powers shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

4.4.3. *Incident Reports.* The Park Police shall file with the County Police a written report for any arrest, traffic stop or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 4.4.3. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

4.5. Certain Practices of County Police. For the purpose of securing the orderly exercise of Incidental Police Powers, the County Police agree to observe certain practices and procedures provided as follows:

4.5.1. *Prompt Assistance.* The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Incidental Police Powers conferred pursuant to this Agreement.

5. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the County Police and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 5.

5.1. Referral to Agency Having Principal Responsibility. The Park Police shall promptly refer to the County Police any telephone call or other request for emergency service which relates to an area other than Park Property but within the County Limits. The County Police shall promptly refer to the Park Police any telephone call or other request for emergency service which relates to Park Property. Telephone calls referred by one agency to another shall be transacted using equipment designed to switch the call without interruption to the person initiating the call.

5.2. [[Records. Each agency shall maintain a record]] Reporting. The parties will work cooperatively to resolve any issues related to mutual reporting requirements and referral of calls [[referred to the other]] pursuant to this Article 5. [[The records shall record the date, time and

duration of the call, street address or other information regarding location of the request, the nature of complaint, complaint number (if any) and identification of personnel assigned to respond (if any) to each call switched as provided herein.]] Each agency shall furnish to the other a copy of [[the]] any records [[maintained]] it maintains upon request.

6. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the County Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County Limits and to deliver efficient, coordinated police services to the citizens of Montgomery County. Each police agency signatory hereto, and their respective employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of agency to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the effective date of this Agreement, the status of each complaint of non-compliance shall be reported to the County and Commission, respectively.

7. Statutory Indemnity. The parties do mutually covenant and agree to waive all claims and indemnify the other according to the terms and requirements set forth in the Code at Section 2-105 (e)(2) of the Criminal Procedure Article, which terms and requirements, as amended from time to time, shall be deemed incorporated herein by reference as if set forth in their entirety.

8. Integration.

8.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedules hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof. Without limiting the generality of the foregoing, it is understood that certain Memorandum of Understanding made by and among the Parties dated as of July 1, 1978, that certain Mutual Aid Agreement made by and among the Parties dated as of February 5, 1990, and that certain Memorandum of Understanding made by and between the County Police and Park Police dated November 4, 1998, each and together, shall be of no further force or effect.

8.2. Other Agencies of Law Enforcement. Anything provided in this Agreement to the contrary notwithstanding, it is understood that the Parties may from time to time, under the authority provided under the Code at Section 2-105 of the Criminal Procedure Article, enter into agreements of reciprocal enforcement and mutual aid respecting other law enforcement agencies. In the event any provision contained in this Agreement conflicts with any other such enforcement and aid agreement, the terms of the other such agreement shall be deemed to control.

9. Term. This Agreement shall be deemed effective at 12:01 AM on the date first written above and shall continue in full force and effect until such time as it is terminated by either the County or the Commission upon thirty (30) days written notice.

10. Miscellaneous.

10.1. Notices. Except as otherwise expressly provided by this Agreement, Any written notices, requests, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows:

If to the County:

Chief Administrative Officer
101 Monroe Street, 2nd Floor
Rockville, Maryland 20850

If to the County Police:

Chief of Police
2350 Research Boulevard
Rockville, Maryland 20850

If to the Commission:

Executive Director
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737

If to the Park Police:

Chief – Montgomery County Division
Maryland-National Capital Park Police
Saddlebrook Headquarters
12751 Layhill Road
Silver Spring, Maryland 20906

10.2. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

10.3. Amendment; Waiver. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto.

10.4. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.6. Applicable Law. This Agreement was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland.

10.7. Use of Genders. Whenever used in this Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

[The balance of this page is intentionally blank and the signature page follows directly.]

IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement as of the day and year first written above.

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

MONTGOMERY COUNTY, MARYLAND

By: _____
Trudye Morgan-Johnson
Executive Director

By: _____
Douglas M. Duncan
County Executive

By: _____
[[Derick Berlage]]
Royce Hanson
Chairman

ATTEST:

Patricia Colihan Barney
Secretary-Treasurer

By: _____
[[Donald K. Cochran]]Mary
Bradford, [[Deputy]] Director,
Department of [[County]] Parks
[[and Planning]]

**THE MARYLAND-NATIONAL CAPITAL
PARK POLICE**

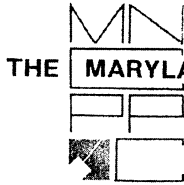
By: _____
Nathaniel J. Barber
Chief

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

Adrian R. Gardner, General Counsel
Maryland-National Capital Park and
Planning Commission

Charles W. Thompson, County Attorney
Montgomery County, Maryland



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

**MARYLAND-NATIONAL CAPITAL PARK POLICE
MONTGOMERY COUNTY DIVISION
12751 LAYHILL ROAD
SILVER SPRING, MARYLAND 20906**

(301) 949-8010



October 13, 2006

Chief J. Thomas Manger
Montgomery County Police Department
2350 Research Boulevard
Rockville, MD 20850-3294

Re: Mutual Aid Agreement with The Maryland-National Capital Park Police

Dear Chief Manger:

Thanks once again for working with the Park Police to develop a new Mutual Aid Agreement to govern the relationship of our police departments.

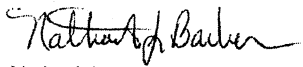
I have consulted with the Planning Board about the changes recently proposed by the County Police, which I informed you needed to be done before the agreement could become a workable document. In general, the Board is very pleased with our progress and is prepared to adopt the agreement as it is currently written – with one key exception.

After discussion as to why the park system and its patrons will be better served if the Park Police retain primary responsibility for investigating any sex offenses on park property, other than rape, the Board is not prepared to concede the language your staff has proposed in Section 3.3.2. Based on my previous discussions with you and your command staff, I am convinced that it would be more efficient and effective for the County Police to lead a joint investigation of rapes that occur on park property. In the interest of achieving the best public safety policy for the County, I have recommended that the Planning Board accept Section 3.3.2 to the extent that it is limited to rapes that occur on park property; and the Board has agreed.

The Park Police has the capacity to make sex offense investigations among its very top priorities, as a matter of both workload and focused attention. Therefore, I sincerely believe that it creates a better overall "package" of public safety for the citizens of Montgomery County, if Park Police take charge of joint investigation of sex offenses that do not involve rape that occur on park property.

The Planning Board has asked me to continue working diligently with you to see if we can reach an agreement on this issue. So I would like a chance to talk further with you at your earliest possible convenience.

Sincerely,



Nathaniel Barber, Chief
Montgomery County Division
Maryland-National Capital Park Police

cc: The Montgomery County Planning Board
Mary Bradford, Director, Department of Parks
The Honorable Phil Andrews, Chairman, Public Safety Committee
Kathleen Boucher, Senior Legislative Attorney

I. Park Police Jurisdiction / Enforcement Coordination "Off" Park Property

	1978 MCL	1990 MCL	1996 MCL	2006 MCL
State Enabling Authority	<p>Criminal Procedure Article, Md. Ann. Code at § 2-105: <i>(Not Limited to Emergency Circumstances)</i>; and, Ann. Code of Md. at Art. 28 § 5-114 "Park Police"</p>			
Arrest Authority	<p>Ann. Code of Md. at Art. 27 § 602B (<i>Limited to "Emergency" Circumstances</i>); and, Ann. Code of Md. at Art. 28 § 5-114 "Park Police"</p>	<p>"An on duty uniformed Park Police officer who witnesses the commission of a crime off park property which carries the possibility of incarceration or who has probable cause to believe that such a crime has been committed... has jurisdiction to make an arrest off park property. An on duty non-uniformed Park Police officer who witnesses the commission of a life-threatening or serious injury threatening crime (sic) off park property which carries the possibility of incarceration has jurisdiction to make an arrest off park property." Art. II § 2</p>	<p>"The Park Police... shall, irrespective of jurisdictional boundaries, take immediate action, pending arrival of [MCPD], when necessary to protect and preserve human life, assist an officer in trouble, or assist at an accident scene." § 4</p>	<p><u>Statutory</u></p> <p>"Nothing provided in this Agreement is intended to limit, restrict or in any manner affect whatsoever the authority for any officer of the Park Police to make a warrantless arrest." § 4.2</p> <p>See e.g. Criminal Procedure Article, Md. Ann. Code at § 2-102(b) (Arrest) and Title 3 (Fresh Pursuit)</p>
Traffic Offenses	N/A	<p>"Uniformed on duty Park Police officers have jurisdiction off park property to issue a citation or statement of charges for serious traffic offenses witnessed by the officer." Art. II § 3</p>	N/A	<p>"Any officer of the Park Police who is (a) dressed in a uniform approved by the Park Police or (b) operating a motor vehicle marked with approved Park Police insignia, or both, may initiate a traffic stop in the event the officer witnesses operation of</p>

	1978 MOU	1990 MOU	1998 MOU	2006 REMA
				a motor vehicle in violation of any of any applicable State or County law or regulation, saving and excepting only speed enforcement using radar or laser technology off Park Property or the roads and sidewalks adjacent thereto" § 4.1.1
On-Scene Command When Both Agencies Respond	MCPD Upon Arrival § 4	MCPD Upon Arrival Art. II § 4 (c)	MCPD Upon Arrival § 4	MCPD Upon Arrival § 4.3
Incident Reports to MCPD	N/A	Required Art. II § 2 - 4	N/A	Required § 4.4
Indemnity	[E]ach party indemnifies and saves harmless the other party from all claims for property damage or personal injury which may arise out of the activity of their activities outside their respective jurisdictions. § 12(b)	"Each of the parties... [i]ndemnify and save harmless the other party... from all claims for property damage or personal injury which may arise out of the activity of the other party to such agreement, outside their respective jurisdiction." Art. III § 4(b)	N/A	Statutory Indemnity Incorporated By Reference § 7 Criminal Procedure Article, Md. Ann. Code at § 2-105(e)
Validity/Precedence	N/A	This agreement does not affect the validity of the [1978 MOU], however, this agreement controls if there is a conflict between the two agreements concerning off park arrest jurisdiction. § 1	N/A	Supersedes and revokes all prior agreements. § 8.1

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II. Coordination With County Police "On" Park Property

	1978 MCL	1990 MCL	1998 MCL	2006 MCL
State Enabling Authority	"The Regional District Act gives the Park Police primary law enforcement jurisdiction on all Commission property (including parks, other areas, and buildings) and on all roads and sidewalks immediately adjacent to Commission property..."			
Arrest Authority	County police forces also have [concurrent] police jurisdiction on Commission property..." <i>OLO Base Budget Review of the Montgomery County Park Police</i> at p. 8 (April 18, 2006) Ann. Code of Md. at Art. 28 § 5-114 "Park Police"			
Calls for Service on Park property to MCPD	Required to "immediately notify" Park Police. § 6	N/A	Required to "immediately notify" Park Police. § 6	Required to "switch" call to Park Police § 5.1
Advance Notice of Certain (Dangerous) Operations	N/A	N/A	N/A	Required NLT 4 Hrs. § 3.4.1
Incident Reports to Park Police	Available "upon request" § 2	N/A	Available "upon request" § 2	Required NLT 24 Hrs. § 3.4.3
Investigative Coordination	<p>"Original and follow-up investigations of crimes or incidents occurring within [park property] shall be handled by the Park Police, except for the following":</p> <ul style="list-style-type: none"> • All deaths • Rape • Robbery • Other serious crimes or incidents, such as extortion, kidnapping and aggravated assault..." <p>§ 9</p>	N/A	<p>MCPD "will have primary investigative responsibility for the following crimes and incidents occurring [on park property]:"</p> <ul style="list-style-type: none"> • Deaths • Rapes, 1st and 2nd degree sex offenses, and attempts • Extortions • Kidnappings • Aggravated assaults resulting in life threatening injuries <p>§ 8</p>	<p>The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any first or second degree rape occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any rapes, first degree and second degree sex offenses provided, however, that any such investigation</p>

	1978 MOI	1990 VAA	1993 MUE	2006 RENEVA
				shall be conducted jointly with the County Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any other sex offense, provided, however, that any such investigation may be conducted jointly with the County Police at its option. § 3.3.2
On-Scene Command When Both Agencies Respond	"A call-for-service... located [on park property] shall be handled by the Park Police, unless otherwise relinquished by the Park Police to the County Police in the interest of time, public safety or significant other consideration." §7	N/A	"In the event that a uniformed County Police officer arrives on the scene of an incident on park property, the County Police officer will remain on the scene, if necessary, in the interest of public safety, on the arrival of a Park Police officer. Once the Park Police officer arrives on the scene, the County Police officer will assist the Park Police officer if requested." § 13	"With respect to a particular incident, charge and responsibility for on-the-scene command of any County Police officer who exercises concurrent jurisdiction on Park Property shall be determined by the Park Police in good faith on a case-by-case basis and depend on the facts and circumstances of the incident." § 3.1.1
SWAT Incidents	N/A	N/A	N/A	"In the event the incident [on park property] requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics, and/or Special Events Response Team, then the County Police

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Reciprocal Enforcement/Mutual Aid

Comparison Chart

	1978 MOU	1990 MOU	1998 MOU	2006 REVIEW
Indemnity	[E]ach party indemnifies and saves harmless the other party from all claims for property damage or personal injury which may arise out of the activity of their activities outside their respective jurisdictions. § 12(b)	"Each of the parties... [i]ndemnify and save harmless the other party... from all claims for property damage or personal injury which may arise out of the activity of the other party to such agreement, outside their respective jurisdiction." Art. III § 4(b)	N/A	Assistant Chief... shall coordinate command responsibility with the Park Police..." §3.1.1 Statutory Indemnity Incorporated By Reference § 7 See Criminal Procedure Article, Md. Ann. Code at § 2-105(e)
Validity/Precedence	N/A	This agreement does not affect the validity of the [1978 MOU], however, this agreement controls if there is a conflict between the two agreements concerning off park arrest jurisdiction. § 1	N/A	Supersedes and revokes all prior agreements. § 8.1

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