

Item 6f

M-NCPPC Resolution No. 18-30

RESOLUTION

WHEREAS, pursuant to the authority set forth in the Maryland Annotated Code (the "Code") at Section 17-301 of the Land Use Article, the Maryland-National Capital Park and Planning Commission ("M-NCPPC") has established the Prince George's County Division of the Maryland-National Capital Park Police (the "Park Police"), as deemed necessary for the protection of the Commission's activities and properties, including those situated within and immediately adjacent to the boundaries of the Town of Colmar Manor, Maryland (the "Town"); and

WHEREAS, pursuant to the authority set forth in the Code, at Section 17-101 of the Land Use Article, the Commission owns land including a trail which is located within the jurisdictional boundaries of the Town limits; and

WHEREAS, the Town and the Commission desire to enter a cooperative agreement to enhance policing on trails and other Commission property within the jurisdictional boundaries of the two municipalities to clarify and enhance coordination and overall policing in those areas; and

WHEREAS, pursuant to the authority set forth in the Code, at Section 2-105 of the Criminal Procedure Article, the Town and M-NCPPC propose to enter into a Mutual Aid Agreement for the purposes provided therein; and

NOW, THEREFORE, BE IT RESOLVED, that the M-NCPPC finds that it is in the best interest of the public health, safety and welfare to enter the Mutual Aid Agreement, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission approves, and does hereby ratify, the provisions contained in the proposed Mutual Aid Agreement as amended and attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby authorize the Executive Director and other officers to make, enter into, and execute such other agreements, instruments and further assurances as may be necessary to effectuate its decision to approve and ratify the proposed Mutual Aid Agreement attached hereto as Exhibit A, including any non-material modifications deemed advisable.

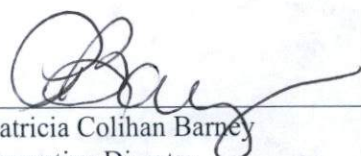
CERTIFICATION

This is to certify that the foregoing is a true and correct copy of Resolution No. 18-30 adopted by the Maryland-National Capital Park and Planning Commission on motion of Vice-Chair Hewlett, seconded by Commissioner Bailey, with Chair Anderson, Vice-Chair Hewlett, Commissioners Bailey, Cichy, Doerner, Dreyfuss and Fani-Gonzalez voting in favor of the motion and Commissioners Geraldo, Patterson and Washington being absent from the meeting held on Wednesday, September 26, 2018, in Riverdale, Maryland.

APPROVED AS TO LEGAL SUFFICIENCY


M-NCPPC Legal Department

Date 10/3/18
Date


Patricia Colihan Barney
Executive Director

MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT

THIS MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT (the Reciprocal Agreement or Agreement) is made as of this ____ day of _____, 2018, by and between the Mayor and Town Council of Colmar Manor, Maryland (the Town), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the ACommission@) a public body corporate and bi-county agency of the State of Maryland.

Explanatory Statements

A. Pursuant to the authority set forth in the Charter of the Town, the Town has established a Police Department (the Town Police) to protect the health, safety and general welfare of the public within the limits of Town (the Town Limits).

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the Code) at Section 5-101 of the Land Use Article, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission properties located from time to time within the Town (the Park Property) as shown on the attached maps.

C. Pursuant to the authority set forth in the Code at Section 17-301, et seq. of the Land Use Article the Commission has established the Prince George=s County Division of the Maryland-National Capital Park Police (the Park Police) as deemed thereby to be necessary for the protection of the Commission activities undertaken within the Town Limits and the Park Property.

D. Pursuant to the authority set forth in the Code, at Section 17-303 of the Land Use Article and the Criminal Procedure Article at Section 2-105, the Town, and the Commission, (collectively, the Parties) through the Parties' respective police agencies desire to make and enter into this Reciprocal Agreement for the purposes provided thereunder.

E. The Parties 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 within the Town.

F. This Agreement has been authorized pursuant to action of the Mayor and Town Council of the Town taken on March 13, 2018

G. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on _____, 2018, 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 Town Limits and therefore agree to the following:

1. Authority Reserved. 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 Town Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by the laws and ordinances of the Town, resolution of the Commission, Common Law of Maryland or any other applicable law or regulation promulgated pursuant thereto. By way of 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 Town Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202, 2-203 or 2-301 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 2.1, 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 Town Police or the Park Police to exercise their respective 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. Jurisdiction Conferred. The Commission and Town do hereby warrant and muster the aid of each other and, accordingly, confer upon each other any concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within the specified geographical areas contained within the Town Limits and enumerated in the map and *Schedule 2.1* attached to this Agreement (the Special Patrol Areas); provided, however, that such authority shall be subject to the following limitations:

2.1.1. *Special Patrol Areas.* The Town expressly agrees it will conduct regular patrols within the Special Patrol Areas sufficient to address the Town's public safety concerns. Activities undertaken by the Town Police within the Special Patrol Areas shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of police officers of the Town 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. *Park Property Reserved.* Nothing provided in this Article 2 with respect to the Special Patrol Areas 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. Reserved.

2.3. Certain Practices of Town Police. For the purpose of securing the orderly exercise of jurisdiction described herein and conducting the patrols promised by the Town, the Town agrees to observe certain practices and procedures provided as follows:

2.3.1. *Communication Protocol.* Incidents observed by the Town Police and arrests made by the Town Police within the Special Patrol Areas shall be reported promptly to the Park Police by means of radio or telephone transmission.

2.3.2. *Incident Reports.* The Town 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 Town 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 2.3.2 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. The Park Police will likewise provide incident reports, in the same timely form and manner to the Town Police with respect to any arrest or other reportable incident.

2.3.3. *Advance Notice of Certain Operations.* To ensure the safety of both Town Police officers and Park Police officers, the Town 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. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police with respect to Park Property, including without limitation that contained within the Special Patrol District 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 respect to a particular incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Town Police officer who exercises concurrent jurisdiction on Park Property.

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 Town Police officer who responds to that incident.

3.1.3. *First on Scene.* Notwithstanding anything herein to the contrary, in the event that a police officer for any signatory jurisdiction is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim and/or witness information until an officer from the signatory jurisdiction having primary jurisdiction arrives on the scene. A police officer who initially assumes command of a scene as described in this subsection shall relinquish command to the first police officer having primary jurisdiction who arrives on the scene.

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. *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 Prince George's 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.

3.2.2. *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.

3.2.3. *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.

3.2.4. *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 Land Use Article Section 17-207.

3.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Areas, the Park Police agree to observe certain practices and procedures provided as follows:

3.3.1 There is no Section 3.3.1.

3.3.2. *Communication Protocol*. Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its jurisdiction granted herein shall be reported promptly to the Town Police by means of radio or telephone transmission.

3.3.3. *Incident Reports*. The Park Police shall file with the Town 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 Town Police. 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 Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this

Section 3.3.3. shall be completed as soon as practicable following the close of the reporting officers tour of duty, but not later than 24 hours thereafter.

3.3.4. *Advance Notice of Certain Operations.* To ensure the safety of both Town Police officers and Park Police officers, the Park Police shall provide to the Town Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted in the Special Patrol Areas. 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.

4. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the Town 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 4.

4.1. Referral to Agency Having Principal Responsibility. The Park Police shall promptly refer to the Town Police any telephone call or other request for emergency service which relates to an area other than Park Property but within the Town Limits. The Town Police shall promptly refer to the Park Police any telephone call or other request for emergency service which relates to Park Property that is outside the Special Patrol Areas. 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.

4.2. Records. Each agency shall maintain a record of calls referred to the other pursuant to this Article 4. 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 records maintained upon request.

5. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the Town 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 Prince George=s County, and particularly the residents of the Town, including without limitation any available camera feeds or footage taken within the Special Patrol Areas. Each Party signatory hereto, and their respective police agencies and 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 Town and Commission, respectively.

6. 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.

7. Integration.

7.1. 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.

7.2. 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.

8. 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 Town or the Commission upon thirty (30) days written notice.

9. Miscellaneous.

9.1. Notices. Except as otherwise expressly provided by this Agreement, ~~Any~~ 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 Town:

Daniel R. Baden
Clerk-Treasurer
Mayor and Town Council of Colmar Manor
3710 Lawrence Street
Colmar Manor, Maryland 20722

With a copy to:
John R. Barr, Esq.
3480 Chiswick Court
Silver Spring, Maryland 20906

If to the Town Police:

Chief William Lowry
Colmar Manor Police Department
3710 Lawrence Street
Colmar Manor, Maryland 20722

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 Stanley R. Johnson
Maryland-National Capital Park Police
8100 Corporate Drive
Landover, Maryland 20785

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

10. Colmar Manor and Cottage City Memoranda of Understanding Regarding Integrated Police Command and Other Functions.

The Commission is on notice and understands and agrees that pursuant to various memoranda of understanding the Town Police and the police department of the Town of Cottage City ("Cottage City") are led, supervised and managed by a single police chief. The present police chief of police for both jurisdictions is William Lowry. Further the Commission understands and acknowledges that police officers of the Town and Cottage City are regularly assigned to undertake patrol, response and other police functions within the Town and Cottage City.

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**

**Mayor and Town Council of Colmar
Manor**

Patricia Barney
Executive Director

William Lowry, Chief of Police

Elizabeth M. Hewlett
Chairman

ATTEST:

Joseph Zimmerman
Secretary-Treasurer

Approved as to form and legal sufficiency:

General Counsel
Maryland-National Capital Park and
Planning Commission