




Office of the General Counsel
Maryland-National Capital Park and Planning Commission

Reply To

William C. Dickerson
Principal Counsel
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737
(301) 454-1670 • (301) 454-1674 fax

TO: The Commission
FROM:  William C. Dickerson, Principal Counsel
DATE: September 18, 2019
RE: Mutual Aid and Reciprocal Enforcement Agreement

This memorandum is to transmit a Mutual Aid and Reciprocal Enforcement Agreement that has been negotiated with Chevy Chase Village. The Village desired to enter a cooperative agreement to enhance policing in park areas and other Commission property within the jurisdictional boundaries of the municipalities to clarify and enhance coordination and overall policing in those areas. The agreement is being presented for Commission approval because under state law police mutual aid agreements generally must be approved by the governing body of the governmental entity; in this case the Commission.



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 Chevy Chase Village, Maryland (the “Town”); and

WHEREAS, pursuant to the authority set forth in the Code, at Section 20-205 of the Land Use Article, the M-NCPPC may delegate to the county planning boards those powers and duties with respect to parks and parklands that the M-NCPPC may determine; and

WHEREAS, pursuant to the authority set forth in the Code, at Section 20-204 of the Land Use Article, each county planning board of the M-NCPPC shall have administrative control and jurisdiction over personnel performing the duties and functions assigned to the respective planning board; and

WHEREAS, pursuant to the authority set forth in the Code, at Section 17-101 of the Land Use Article, the Commission owns land 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 negotiated and agreed in principle on 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

NOW THEREFORE, BE IT 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.

APPROVED AS TO LEGAL SUFFICIENCY.

M-NCPPC Legal Department
Date 9/9/19

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of Resolution No. 19-18 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner Fani-Gonzalez, seconded by Commissioner Geraldo, with Chair Hewlett, Vice-Chair Anderson, Commissioners Bailey, Cichy, Doerner, Fani-Gonzalez, Geraldo, Patterson and Verma voting in favor of the motion, with Commissioner Washington being absent from the meeting held on Wednesday, September 18, 2019 at the Montgomery Regional Office Auditorium in Silver Spring, Maryland.



Anju A. Bennett
Acting 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 _____, 2019, by and between Chevy Chase Village (the "Village"), 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 Village has established the Chevy Chase Village Police ("Village Police") to protect the health, safety and general welfare of the public within the territorial limits of the Village (the "Village Limits").

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at § 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 Village Limits (the "Park Property").

C. Pursuant to the authority set forth in the Code at § 17-301, *et seq.* of the Land Use Article, 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 activities undertaken within the Village Limits and the Park Property.

D. Pursuant to the authority set forth in the Code, at § 17-303 of the Land Use Article and § 2-105 of the Criminal Procedure Article, the Village and Commission (collectively, the "Parties") 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, including the enforcement of the Commission's Park Rules, within the Park Property.

F. This Agreement has been authorized pursuant to _____ of Chevy Chase Village by the action of the governing body of the Chevy Chase Village, Maryland, taken on _____, 2019, a true and correct copy of which is appended hereto at Exhibit A.

G. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on _____, 2019, by Resolution _____, a true and correct copy of which is appended 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 Village 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 Village 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 Village, 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 Village Police or Park Police to make an arrest pursuant to the provisions of the Code at §§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, 3, or 4 of this Agreement may only be enforced by the parties under Section 5 of this Agreement and shall have no effect on the authority of Village 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. Jurisdiction Conferred. The Commission and the Village 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, including the issuance of civil citations authorized in the Code at § 17-207 of the Land Use Article, within the specified Park Property geographical area contained within Village Limits and enumerated in the map and *Schedule 2.1* attached to this Agreement ; provided, however, that such authority shall be subject to the following limitations:

2.1.1. *Park Property Patrol.* The Village expressly agrees they will conduct regular patrols within the Park Property sufficient to address the Village's public safety concerns. Activities undertaken by Village Police under the Park Property Jurisdiction shall be confined to the Park Property; provided, however, that this section is not intended to limit the authority of Village Police to engage in fresh pursuit, for actions that occur within the Park Property, as provided in the Code at § 2-301 of the Criminal Procedure Article.

2.1.2. *Park Property Jurisdiction Reserved.* Nothing provided in this Article 2 with respect to the Park Property Jurisdiction shall limit or otherwise impair the exercise by the Park Police of jurisdiction within any Park Property, 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. Certain Practices of Village Police. For the purpose of securing the orderly exercise of Park Property Jurisdiction and conducting the patrols promised by the Village, Village Police agree to observe certain practices and procedures provided as follows:

2.2.1. *Communication Protocol.* Incidents observed by the Village Police and arrests made by Village Police in the exercise of its Park Property Jurisdiction shall be reported promptly to the Park Police by means of radio or telephone transmission.

2.2.2. *Incident Reports.* Village 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 Village Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures which the Village Police may from time to time

reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.2.2 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.

2.2.3. *Advance Notice of Certain Operations.* To ensure the safety of both Village Police officers and Park Police officers, Village 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 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 and the Village with respect to 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 respect to a particular incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Village 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 Village Police officer who responds to that incident.

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.* Conduct of follow up investigative activities relating to a crime, reported crime or possible crime occurring on Park Property are the responsibility of the Park Police, provided, however, that, the Montgomery 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.

3.2.5. *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.

3.2.6. *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 § 17-207.

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

3.3.1. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Park Property Jurisdiction shall be reported promptly to Village Police by means of radio or telephone transmission.

3.3.2. *Incident Reports.* The Park Police shall file with the Village 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 Village 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 3.3.2 shall be completed as soon as practicable following the close of the reporting officers tour of duty, but not later than 24 hours thereafter.

3.3.3. *Advance Notice of Certain Operations.* To ensure the safety of both Village Police officers and Park Police officers, the Park Police shall provide to Village Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted on the Park Property. Such notice shall be furnished at least 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 Village 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 resident confusion or complaints. Accordingly, the Park Police and Village Police 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 Village Police any telephone call or other request for emergency service which relates to any area within Village Limits, whether or not on Park Property. The Village Police shall promptly notify the Park Police of any telephone call or other request for emergency service which relates to Park Property within Village limits. Whenever practical, 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.

5.1. Technical Assistance. It is the intent of the Parties that Village Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the area identified herein to deliver efficient, coordinated police services to the residents of Montgomery County, including without limitation any available camera feeds or footage taken within the Park Property.

5.2. Procedures. The agencies signatory hereto covenant that they shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Both agencies shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement.

5.3. Requests for Video Recordings. The Commission owns and operates video recording devices in the Park Property. The Commission hereby grants the Village Police Department the authority to provide copies of recordings from the aforementioned devices to the State's Attorney's Office for Montgomery County when the recordings involve Village Police Department cases and/or events. The Commission also grants the Village Police Department authority to provide copies of recordings to verified law enforcement agencies when the recordings involve Village Police Department cases and/or events and there is a legitimate government reason for the dissemination. The Village Police Department shall promptly refer all other requests for video recordings to the Commission's Public Information Act Representative, 6611 Kenilworth Avenue, Riverdale, Maryland 20737.

5.4. Complaints. Complaints alleging any incident of non-compliance with this Agreement shall be made in writing addressed to the chief of the 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 Village 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 § 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 § 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 Village or the Commission upon thirty (30) days written notice.

9. Miscellaneous.

9.1. 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 Village: Shana Davis-Cook, Village Manager
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

If to Village Police: John M. Fitzgerald, Chief
Chevy Chase Village Police Department
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

If to the Commission: Anju A. Bennett, Acting Executive Director
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737

If to the Park Police: Darryl W. McSwain, Chief
Maryland-National Capital Park Police
12751 Layhill Road
Silver Spring, Maryland 20906

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, excepting its conflict of laws provisions.

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.

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**

CHEVY CHASE VILLAGE

By: _____
Anju A. Bennett
Acting Executive Director

By: _____
Shana Davis-Cook,
Village Manager

ATTEST:

Joseph Zimmerman
Secretary-Treasurer

**THE MARYLAND-NATIONAL CAPITAL
PARK POLICE**

CHEVY CHASE VILLAGE POLICE

By: _____
Darryl W. McSwain, Chief

By: _____
John M. Fitzgerald, Chief

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

Suellen M. Ferguson, Village Attorney