

Regular Meeting

Agenda Item #	3
Meeting Date	October 13, 2014
Prepared By	Susan Silber City Attorney
Approved By	Brian T. Kenner City Manager

Discussion Item	Ordinance Approving Mutual Aid Agreement between Takoma Park and Montgomery County.
Background	<p>Takoma Park police and Montgomery County police currently operate under a Memorandum of Understanding regulating their cooperation in police operations. They wish to expand that cooperation pursuant to additional authority granted through state law (Maryland Code Annotated, Criminal Procedure Article, §2-105) if and when the two jurisdictions adopt a Mutual Aid Agreement legislatively.</p> <p>The County acknowledges Takoma Park provides police services in the City and that the City is not part of the County's normal patrol area. The Agreement creates operational understandings, protections, and procedures for circumstances when police departments provide aid in the other jurisdiction.</p> <p>The Agreement includes an explicit reservation that it "will in no way modify existing tax duplication calculations between the parties or be used as the rationale for either party requesting such modifications."</p>
Policy	Facilitate interagency cooperation and effectiveness. The Takoma Park and Montgomery County Police Departments are entering into this Agreement to expand jurisdiction of the Takoma Park PD – with limitations – and to reduce crime and increase the efficiency of both departments.
Fiscal Impact	There should be no fiscal impact.
Attachments	<ol style="list-style-type: none"> 1. Ordinance approving Mutual Aid Agreement 2. Mutual Aid Agreement
Recommendation	Enact the accompanying ordinance.
Special Consideration	Both police chiefs have approved the Mutual Aid Agreement. If approved by the Takoma Park City Council, the Agreement will next be reviewed by the County Executive and, if approved, the Agreement will be fully executed.

Introduced by:

First Reading:
Second Reading:

CITY OF TAKOMA PARK, MARYLAND

ORDINANCE NO. 2014-

**ORDINANCE APPROVING MUTUAL AID BETWEEN THE CITY OF TAKOMA
PARK POLICE DEPARTMENT AND THE MONTGOMERY COUNTY POLICE
DEPARTMENT AND AUTHORIZING A MUTUAL AID AGREEMENT TO BE
EXECUTED ON BEHALF OF THE CITY OF TAKOMA PARK BY THE MAYOR AND
CHIEF OF POLICE**

WHEREAS, the City of Takoma Park Police Department and the Montgomery County Police Department are currently operating pursuant to a Memorandum of Understanding; and

WHEREAS, Maryland state law (Maryland Code Annotated, Criminal Procedure Article, § 2-105) permits enhanced mutual cooperation pursuant to specific legislative authority; and

WHEREAS, the Mutual Aid Agreement facilitates interagency cooperation within specific parameters in order to increase the efficiency of both police departments and to reduce crime; and

WHEREAS, the Agreement includes an explicit reservation that it will not modify existing tax duplication calculations between the City and the County or be used as a rationale for either to request modifications; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Council herein determines the conditions under which police officers and other officers, agents, and employees of the City may lawfully go or be sent beyond the boundaries of Takoma Park.

SECTION 2. The City Council adopts the terms of this Mutual Aid Agreement, subject to its approval by the County Executive for Montgomery County.

SECTION 3. The Mayor, City Manager, and Chief of Police are authorized to execute this Mutual Aid Agreement.

SECTION 4. This Ordinance shall become effective when the Mutual Aid Agreement is executed by the County Executive for Montgomery County.

ADOPTED this _____ day of _____, 2014, by roll-call vote as follows:

Aye:

Nay:

Absent:

Abstain:

**MUTUAL AID AGREEMENT BETWEEN THE
CITY OF TAKOMA PARK, MARYLAND
AND
MONTGOMERY COUNTY, MARYLAND**

THIS AGREEMENT is entered into this ____ day of _____, 2014 by and between the City of Takoma Park, Maryland (hereinafter referred to as “City”), a Maryland municipal corporation, and Montgomery County, Maryland (hereinafter referred to as “County”), a public body corporate and politic of the State of Maryland.

WHEREAS, the City of Takoma Park Police Department (hereinafter referred to as “City Police”) and the Montgomery County Department of Police (hereinafter referred to as “County Police”) are charged with providing police services to the citizens of Montgomery County, Maryland within their respective jurisdictions; and

WHEREAS, the City and the County have determined that the provision of public safety police services across and within jurisdictional boundaries will increase the ability of the City Police and the County Police to preserve the health, safety, and welfare of the public within the territorial limits of both the City and the County; and

WHEREAS, the City acknowledges that the County Police have territorial law enforcement jurisdiction over the entire County, including the City, but the County has agreed and practiced for over 65 years not to exercise this jurisdiction within the city limits; and

WHEREAS, although the County possesses reserved law enforcement jurisdiction in the City, the County Police respect the command authority of the City Police and agree to fully comply with the procedures in this Agreement when operating in the City; and

WHEREAS, the City and the County wish to reaffirm the terms of their existing Memorandum of Understanding regulating police operations, and provide for the expansion, through a mutual aid agreement, of the police powers of the City Police outside the City limits in certain circumstances; and,

WHEREAS, pursuant to the authority set forth in *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, and by other existing agreements between the City and County, the City and City Police and the County and County Police desire to enter into this Mutual Aid Agreement to establish certain conditions under which the City Police may render mutual aid to the County Police and exercise general police jurisdiction to enforce the laws in areas located within the County limits, but beyond the City limits, and under which the County Police may render mutual aid to the City Police; and

WHEREAS, the City and City Police and the County and County Police desire, by agreement outside the framework of § 2-105, to establish certain conditions under which the County Police may generally exercise their territorial police jurisdiction to enforce the laws within the City limits; and

WHEREAS, it is the mutual desire of the City Police and the County Police to enhance, foster, and maintain a positive working relationship between them; and

WHEREAS, this Agreement has been authorized by formal action of the City Council on _____, 2014, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, section 35-13 of the Montgomery County Code authorizes the County Executive to enter into a police mutual aid agreement with a municipal corporation, subject to the County Council's approval of such an agreement.

NOW THEREFORE, the City and the County, by their undersigned officials, agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

1.1(a) *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (e) (1) specifies that the governing body of a county or municipal corporation or the Maryland-National Capital Park and Planning Commission may make a reciprocal agreement for the period it considers advisable with the District of Columbia or a county, municipal corporation, or the Maryland-National Capital Park and Planning Commission, within or outside the State, and establish and carry out a plan to provide mutual aid by providing its police officers and other officers, agents, and employees, together with all necessary equipment in the event of an emergency and/or non-emergency situation as provided in subsection (b) of Section 2-105.

1.1(b) The City and County also incorporate into this Mutual Aid Agreement the terms of the Memorandum of Understanding between them, in order to further the objectives stated herein. Therefore, this Mutual Aid Agreement includes provisions that are based on the authority of § 2-105 of the Criminal Procedure Article, and provisions drawn from the existing Memorandum of Understanding between the parties (a mutual agreement reached outside the framework of § 2-105 of the Criminal Procedure Article).

1.2 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (b) provides that by action as in the regular routine for legislative enactment, the governing body of a county or municipal corporation may determine the circumstances under which the police officers and other officers, agents, and employees of the county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporation to any place within or outside the State.

1.3 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(b) authorizes county and municipal police officers to make arrests, conduct investigations, and otherwise to enforce the laws of the State throughout the State without limits as to jurisdiction when:

1.3.1 The police officer is participating in a joint investigation with officials from another State, federal, or local law enforcement unit, at least one of which has local jurisdiction;

1.3.2 The police officer is rendering assistance to another police officer;

1.3.3 The police officer is acting at the request of a police officer or State Police officer; or

1.3.4 An “emergency” (an event calling for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act) exists.

1.4 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(c) requires a police officer who acts under the authority of § 2-102 (when beyond the officer’s sworn jurisdiction) to notify the City Police Chief, or designee, when in the City, or the County Police Chief, or designee, when in the portion of the County that is not within the City, of an investigation or enforcement action. When, under the authority of § 2-102 (b) (3), the police officer participates in a joint investigation with officials from another state, federal, or local law enforcement unit, the police officer shall give reasonable advance notice to the City or County Police Chief, or their designees, as applicable.

1.5 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102 does not authorize a police officer to enforce the Maryland Vehicle Law (Transportation Article, § 11-101 *et seq.*) beyond the officer’s sworn jurisdiction unless the officer is acting under a mutual aid agreement authorized under *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105. However, § 2-102 does not impair a right of arrest otherwise existing under the Annotated Code of Maryland (including an arrest for a serious traffic offense), or deprive a person of the right to receive a citation for a traffic violation as provided in the Maryland Vehicle Law or for a criminal violation as provided by law or the Maryland Rules.

1.6 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(d) provides that a police officer who acts under the authority of § 2-102:

1.6.1 Has all the immunities from liability and exemptions to which the police officer is entitled as a County or City police officer; and

1.6.2 The County or City police officer remains at all times and for all purposes an employee of the County Police or the City Police who employs the police officer.

1.7 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (g) (1) provides that police officers coming from one county or municipal corporation to another within the State under a reciprocal agreement under § 2-105, may enforce the laws of the State to the same extent as authorized law enforcement officers of the receiving county or municipal corporation.

1.8 Pursuant to *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, the City Council and the County Executive and County Council, as the governing bodies, have determined by their adoption of this Mutual Aid Agreement that an emergency and/or non-emergency situation within the purview of Section 2-105 exists when:

1.8.1 An on-duty City Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, outside the City limits but within the jurisdiction of the County, criminal activity which is punishable by incarceration or a serious traffic offense, or when the City Police ask the County Police to provide law enforcement assistance to the City Police outside the boundaries of the County; or

1.8.2 The County Police has committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the County Police needs additional police resources to meet its obligations outside the City, and that mutual aid as provided herein may be provided by the City Police.

1.8.3 A “serious traffic offense” includes an offense that may lead to license suspension or incarceration and may include reckless driving, driving without a license, driving on a suspended or revoked license, hit-and-run cases, driving without insurance, and fleeing and eluding police officers as well as DUI/DWI offenses, among others. In general, a serious traffic offense is defined as:

- a. An offense committed in wanton or willful disregard for the safety of persons or property; or
- b. An offense committed in a manner that indicates a wanton or willful disregard for the safety of persons or property; or
- c. An offense that results in an officer’s reasonable belief that the officer or another person is in imminent danger of death or serious physical injury.

1.8.4 “On-duty officer” includes an officer in uniform or in a police vehicle in transit to or from work, court, or official business. For purposes of this Agreement, the concept of “on-duty” is not limited to the period of an officer’s normally scheduled work day.

ARTICLE II - JURISDICTION

2.1 *Annotated Code of Maryland*, Local Government Article, § 5-207(a)(2) grants to the City, a municipal corporation, the authority to establish and maintain a police force to enforce ordinances within that municipality.

2.2 For purposes of this Mutual Aid Agreement, the parties agree and acknowledge that the entire City is located within the County, but that from the point in time in 1949 when the Takoma Park substation of the Montgomery County Police was abolished, the City Police have been responsible for providing police protection throughout the entire corporate limits of the City.

2.3 The normal patrol area of the City Police is the area within the boundaries of the City of Takoma Park. The normal patrol area of the County Police is the area of Montgomery County outside of the boundaries of the City of Takoma Park.

2.4 In the event of an emergency and/or a non-emergency, as defined in subsections 2.5, 2.6, and 2.7 below, police officers from either the County Police or the City Police (hereinafter, the

County Police and/or the City Police are sometimes referred to as “signatory agency”) may take police actions within the jurisdiction of the other signatory agency, either by mutual agreement or under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105. For purposes of this Mutual Aid Agreement, the parties acknowledge that when County Police officers take police actions within the jurisdiction of the City of Takoma Park, the County Police officers are also taking action within the boundaries and jurisdiction of Montgomery County. And, the parties further acknowledge and agree that when County Police officers engage in police actions within the City limits under the terms of this Agreement, the County Police are acting in accordance with a mutual agreement between the parties, outside the framework of § 2-105 of the Criminal Procedure Article.

2.5 An emergency and/or a non-emergency situation arises when: (1) an on-duty City Police Officer/Investigator or County Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, is occurring, or will occur criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction or normal patrol area of the other signatory agency; or (2) the City Police or the County Police, as applicable, shall have committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police or the County Police, as applicable, needs additional police resources to meet its obligations and requests assistance from the other signatory agency. Depending on whether police officers take action outside their sworn jurisdiction, an “emergency and/or non-emergency situation” may result in police action taken under the authority of § 2-105 of the Criminal Procedure Article, or police action taken in accordance with a mutual agreement between the parties, outside the framework of § 2-105.

2.6 An emergency and/or a non-emergency situation arises when the City Police shall have committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police needs additional police resources from the County Police to deal with a situation occurring outside the geographic boundaries of Montgomery County.

2.7 The County and the City acknowledge that an eventuality may arise, in the future, where the City asks the County to provide law enforcement aid to the City in a location/jurisdiction that is beyond the boundaries of the County. If the City requests law enforcement aid from the County under circumstances in which the County would be sending its law enforcement officers beyond the boundaries of the County to provide such aid, the County agrees to give reasonable consideration to such a future request for aid. A request by the City Police that the County Police send County Police officers, equipment or other resources beyond the boundaries of the County for the purpose of providing law enforcement aid to the City will be evaluated by the County Police Chief, or designee, based on the circumstances of the request, the capability of the County Police to provide the requested aid, and the authority of County Police officers to conduct law enforcement actions of the nature requested by the City in that jurisdiction (beyond the boundaries of the County) where the City is requesting that aid be extended. The County covenants that it will give reasonable consideration to the City’s request for law enforcement aid to be provided beyond the boundaries of the County, and that the County will engage in good faith efforts to accommodate a reasonable request for such aid. In such circumstances, the County authorizes its Police Chief to provide such aid to the City as the Police Chief deems reasonable and feasible to extend.

2.8 A police incident or action shall be considered a matter which affects the public safety as determined by the Police Chief or designee of the signatory agency requesting mutual aid under this Agreement.

2.9 Outside the framework of Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the parties agree that when an on-duty County Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, is occurring, or will occur criminal activity which is punishable by incarceration or a serious traffic offense within the boundaries of the City, the County Police Officer may take police actions.

2.10 Outside the framework of Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the parties agree that when the City Police shall have committed, or foresee the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police needs additional police resources from the County Police to deal with a situation occurring within the boundaries of the City, the County Police may take police actions within the boundaries of the City.

ARTICLE III - AUTHORITY

3.1 Subject to modifications that will be jointly addressed as needed, when police officers from either the County Police or the City Police take police actions within the jurisdiction or normal patrol area of the other signatory agency, either under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, or in accordance with a mutual agreement outside the framework of § 2-105 of the Criminal Procedure Article, the police officers of the City and the police officers of the County, as applicable, shall comply with the following procedures with respect to arrests and actions within the jurisdiction or normal patrol area of the other signatory agency.

3.2 All calls for service concerning incidents having occurred or presently occurring within the jurisdiction or normal patrol area of either signatory agency shall be referred to that agency.

3.3 Pursuant to the terms of this Mutual Aid Agreement, police officers of either signatory agency may make arrests and exercise related police powers within the jurisdiction or normal patrol area of the other signatory agency in an emergency and/or a non-emergency situation.

3.3.1 When a police officer makes any arrest within the normal patrol area of the other signatory agency, that police officer will immediately notify the other police agency; take the suspect for processing to the nearest station of the other signatory agency; take the suspect before a District Court Commissioner, if necessary; and prepare any necessary reports.

3.3.2 All written reports regarding such an arrest shall be done in the format and manner prescribed by the arresting officer's agency.

3.3.3 All written reports regarding such an arrest, as well as any required by the

police department/signatory agency in whose normal patrol area the arrest occurred must be prepared by the end of the officer's tour of duty and a copy forwarded to the agency in whose normal patrol area the event occurred no later than 5:00 pm the next business day.

3.3.4 Follow-up investigations for all offenses will be conducted by the signatory agency in whose normal patrol area the arrest or event occurred.

3.4 Pursuant to the terms of this Agreement, police officers of either signatory agency may serve a warrant within either the City of Takoma Park or within Montgomery County outside the City Limits, in an emergency and/or a non-emergency situation.

3.4.1 Prior to attempting service, the officer seeking to serve the warrant shall notify the agency in whose normal patrol area service is being attempted, that warrant service will be attempted, including the location of service, and the name of the defendant.

3.4.2 Whenever possible, an officer of the agency in whose normal patrol area the service is attempted shall accompany the officer(s) attempting service of the warrant.

3.4.3 Prior to attempting service of a search and seizure warrant within Montgomery County but outside the City Limits, the City Police shall ensure the completion of the Warrant Threat Assessment Matrix (MCP 714) form and shall consult with the County Police Special Operations Division (SOD) Lieutenant or SWAT Sergeant as indicated by the form.

3.5 Pursuant to the terms of this Mutual Aid Agreement, police officers of either signatory agency may issue a citation or make application for a statement of charges for any serious traffic offense which occurs within the normal patrol area of the other signatory agency. No officer of either signatory agency shall actively engage in routine traffic enforcement within the normal patrol area of the other signatory agency. Each signatory agency must forward copies of any motor vehicle citations or statements of charges they issue, or cause to be issued, within the normal patrol area of the other signatory agency, to that agency in accordance with the reporting provisions of Article III, subsection 3.3.2 and 3.3.3 above.

3.6 Narcotics Investigation or Undercover Enforcement Activity

3.6.1 To ensure the safety of both City and County Police officers, the City Police will give the County Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted in the County, outside of the City limits. In the case of a narcotics investigation, the notification to the County Police will be given to a supervisor in the Drug Enforcement Section or an Executive Officer in the Special Investigations Division. Such notice will be furnished no less than four (4) hours in advance of commencement of such activity, unless due to emergency or other exigent circumstances such notice is impractical. If the County Police are also working the case, the two jurisdictions may agree on a joint investigation or operation which may be conducted jointly by the City Police and the County Police from time to time. A City Police officer, acting within the scope of his or her responsibility in any such joint investigation or operation, shall have all jurisdiction necessary and sufficient under law to make arrests and otherwise

to enforce the laws of the United States, the State of Maryland, and laws of the County and City.

3.6.2 To ensure the safety of both City and County's Police officers, the County Police will give the City Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted within the City limits. Such notice will be furnished no less than four (4) hours in advance of commencement of such activity, unless due to exigent circumstances such notice is impractical. If the City Police are also working the case, the two jurisdictions may agree on a joint investigation or operation which may be conducted jointly by the City Police and the County Police from time to time. A County Police officer, acting within the scope of his or her responsibility in any such joint investigation or operation, shall have all jurisdiction necessary and sufficient under law to make arrests and otherwise to enforce the laws of the United States, the State of Maryland, and laws of the County and City.

3.7 In the event that any officer of either signatory agency responds to an incident or call for service within the normal patrol area of the other signatory agency, the command authority shall be determined as follows:

3.7.1 The agency in whose normal patrol area the incident or call for service occurred shall exercise command unless otherwise provided below.

3.7.2 In the event that a police officer from the other signatory agency 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 agency in whose normal patrol area the incident or call for service occurred arrives on the scene.

3.7.3 A police officer who initially assumes command of a scene, as described in 3.7.2 above, shall relinquish command to the first police officer who arrives on the scene from the agency in whose normal patrol area the incident or call for service occurred.

3.7.4 Once that command has been relinquished, the initial officer shall not remain on the scene unless requested to do so by the officer in charge from the agency that has assumed command of the scene.

3.7.5 In the event a City Police officer responds to a City incident requiring specialized support services not within the scope of City Police resources, the City Police officer or dispatcher shall promptly notify the appropriate County Police unit and explain in detail the nature of the assistance required. This will be accomplished via telephone whenever possible. Upon arrival of such specialized County Police officer(s), equipment or other resources, the City Police officer will adhere to the County Police direction as it relates to the application of the specialized function provided by the County Police Unit. In major incidents, Unified Command will be established and will include command staff from both police departments.

3.7.6 When a police officer is involved in a situation described in 3.7.2 above, which requires an incident report, statement of charges, citation or any other police report or document, the police officer must prepare the incident report, statement of charges, citation or any other police report or document by the end of the officer's tour of duty. Upon supervisor approval of that report(s) within the County-operated police records management system (RMS), a copy of the incident report, and other related documents which may include a statement of charges or citation, will be immediately available within the RMS to the agency in whose normal patrol area the incident occurred.

3.7.7 Officers shall use direct radio communications or mobile phone communications with the requesting agency if the technical capability is present. In the absence of direct radio communications, officers shall communicate directly with their respective communications centers which, in turn, will communicate directly with the requesting agency's communications center.

ARTICLE IV - USE OF RESOURCES

4.1 Pursuant to the terms of this Mutual Aid Agreement, the senior on-duty official of a signatory agency in charge of any present incident or action within his/her agency's normal patrol area is authorized to determine the need for additional police resources in an emergency and/or non-emergency situation.

4.1.1 Once this determination has been made, the police official may request from the senior on-duty police official of the other signatory agency such resources as may be necessary and available to meet the need.

4.1.2 Additionally, the senior official of an investigative task force that is operating in the normal patrol area of either signatory agency is authorized to determine the need for additional resources from the other signatory agency.

4.2. Pursuant to the terms of this Mutual Aid Agreement, the Police Chief/Command Staff Officer of either signatory agency may determine the need for additional police resources as may be necessary for any future incident or action within the City or the County, respectively. Once this determination has been made, said police official may request from the Police Chief/Command Staff Officer of the other signatory agency such resources as may be necessary and available.

4.3 In the event that a request for additional resources is made pursuant to Article IV, subsection 4.1 or 4.2 of this Agreement, the following procedures shall be followed:

4.3.1 All requests for resources shall include:

- a. The name and position of the police officer making the request;
- b. The nature and location of the emergency;
- c. The number of personnel requested and whether specialized personnel are needed; and/or
- d. The type(s) of equipment needed; and

- e. The name, rank, and location of the officer to whom assisting personnel shall report.

4.3.2 The police official receiving such a request shall consider the circumstances of the request and the capability of the officer's agency to provide the requested assistance. If the receiving official determines that the request can be met, his/her agency shall provide the assistance, including necessary personnel and equipment, as is consistent with the request, and shall promptly notify the requester of the number of personnel and/or equipment being provided.

4.3.3 Assisting personnel shall be under the command of the senior police official of the requesting agency on the scene, subject to Section 3.7.5.

4.3.4 The use, deployment, command and control of resources under this Article shall generally conform to the applicable related sections of the most current version of The Greater Metropolitan Washington Area Police and Fire/Rescue Services Mutual Aid Operational Plan.

4.4 No agency shall send any personnel to an incident or police action in the other signatory agency's normal patrol area unless assistance is requested pursuant to this Article IV, or a situation arises pursuant to Article I, or Article II, herein. This does not preclude cooperation between officers from the respective departments when a serious call is monitored by both departments near the border of the agencies' normal patrol areas.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.1 Nothing in this Mutual Aid Agreement shall prevent the City Police Chief and the County Police Chief, or their respective designees, from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement. It is further understood that each party may, from time to time, under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, or other applicable law, enter into agreements of reciprocal enforcement and mutual aid with other government entities, regarding cooperation with the other government entities' law enforcement agencies.

5.2 The City Police or the County Police, upon receiving any written complaint against its officers from the Chief of Police of the other signatory agency for failure to comply with this Mutual Aid Agreement, shall take the necessary action to ensure compliance and to notify the initiator of the complaint of any action taken as a result of such complaint.

5.3 The County will maintain a Police Records Management System (RMS) through which both signatory agencies shall have access to information documenting all arrests made by each agency within the other signatory agency's normal patrol area. The City and County Chiefs of Police shall meet at least annually to review the actions taken under this Mutual Aid Agreement, and to make such recommendations as may be required to advance the goals of this Agreement in accordance with applicable laws.

5.4 In accordance with the requirements of Annotated Code of Maryland, Criminal

Procedure Article, § 2-105, each of the parties to this Mutual Aid Agreement:

5.4.1 Waives any and all claims against the other party to this Agreement which may arise out of their activities outside of their respective jurisdictions under this Agreement, including claims for expenditures regarding any actions taken or services provided/received. The City Police conducts activities outside its jurisdiction when activities are conducted in Montgomery County outside the City limits. The County Police conducts activities outside its jurisdiction when activities are conducted outside the geographic boundaries of Montgomery County.

5.4.2 Shall indemnify and hold harmless the other party to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party to this Agreement outside the other party's jurisdiction, under this Agreement; provided, however, that a requesting party need not indemnify the party providing assistance if: (1) the party providing assistance does not cooperate in defending against claims made by third parties; or (2) the third-party claims arise out of malicious acts of the party providing assistance. This commitment to indemnify shall in no way be construed to constitute a waiver by the requesting party or the responding party of any immunity which either might enjoy, and it is understood that the requesting party shall be able to raise all defenses available to, or which might be raised by, the responding party.

5.5 Separate and apart from its obligations under Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the County agrees to waive any and all claims against the City which may arise out of any activities of County Police Officers conducted within the corporate limits of the City. The County further agrees to make no claims against the City for expenditures regarding any actions taken by County Police Officers within the corporate limits of the City, or for services provided or received, pursuant to this Agreement.

5.6 The parties acknowledge that the police officers, agents, and employees, when acting in furtherance of the authority of this Mutual Aid Agreement beyond the territorial limits of the jurisdiction/signatory agency in which they are commissioned or employed, at all times remain employees or agents of the jurisdiction/signatory agency in which they are commissioned. Further, police officers, agents and employees remain entitled to all the immunities from liability and exemptions from laws, ordinances, and regulations (that they enjoy when acting within their employers' jurisdictions), and are entitled to the same workers' compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction/signatory agency in which they are commissioned or employed.

5.7 Except as otherwise expressly provided by this Mutual Aid Agreement, any written notices, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows:

If to the City: Brian T. Kenner, City Manager
City of Takoma Park
7500 Maple Avenue
Takoma Park, Maryland 20912
Telephone: (301) 891-7268
E-mail: BrianK@takomaparkmd.gov

If to the City Police: Alan Goldberg, Chief of Police
Takoma Park Police Department
7500 Maple Avenue
Takoma Park, Maryland 20912
Telephone: (301) 891-7104 (Chief); (301) 270-1100 (non-emergency)
E-mail: AlanG@takomaparkmd.gov

If to the County: Timothy L. Firestine, Chief Administrative Officer
Montgomery County, Maryland
101 Monroe Street, Second Floor
Rockville, Maryland 20850
Telephone: (240) 777-2500
E-mail: Timothy.Firestine@montgomerycountymd.gov

If to the County Police: J. Thomas Manger, Chief of Police
Montgomery County Department of Police
100 Edison Park Drive, Third Floor
Gaithersburg, Maryland 20878
Telephone: (240) 773-5005
E-mail: Tom.Manger@montgomerycountymd.gov

5.8 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.

5.9 No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of both parties. The parties may agree, by joint written agreement, between the Montgomery County Chief of Police and the Takoma Park Chief of Police, to modifications and adjustments concerning operations.

5.10 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.

5.11 This Agreement shall supersede any and all prior negotiations, correspondence, understandings, and agreements between the parties regarding reciprocal enforcement or police mutual aid.

5.12 Both parties agree that this Agreement will in no way modify existing tax duplication calculations between the parties or be used as the rationale for either party requesting such modifications.

5.13 Term. This Agreement is effective on the _____ day of _____, 2014, and shall continue in full force and effect until such time as it is terminated by either the City or the County upon sixty (60) days written notice.

5.14 Agreement Authorized by County Law. This Mutual Aid Agreement is executed by the County Executive of Montgomery County under the authority granted by Section 35-13 of the Montgomery County Code.

CITY OF TAKOMA PARK, MARYLAND

Mayor: _____
Print Name: _____

Date: _____

City Manager: _____
Print Name: _____

Date: _____

Police Chief: _____
Print Name: _____

Date: _____

MONTGOMERY COUNTY, MARYLAND

County Executive: _____
Print Name: _____

Date: _____

Police Chief: _____
Print Name: _____

Date: _____

Approved as to form and legality:

David E. Stevenson
Assistant County Attorney

Date: _____

Susan Silber
Takoma Park City Attorney

Date: _____