

Introduced by: Councilmember Smith

First Reading: September 18, 2019

Second Reading: September 25, 2019

Effective Date: September 25, 2019

**CITY OF TAKOMA PARK, MARYLAND
ORDINANCE 2019-28**

Ordinance Authorizing Execution of a Memorandum of Understanding between the City of Takoma Park, Maryland, and the City of Laurel, Maryland

WHEREAS, the Takoma Park Police Department and the Laurel Police Department are charged with providing police services to residents within their respective jurisdictions; and

WHEREAS, it is the mutual desire of the Takoma Park Police and the Laurel Police to enhance, foster, and maintain the highest degree of cooperation between them to provide the maximum level of professional police service utilizing the police personnel of both agencies; and

WHEREAS, in July 2017, the City Council passed Resolution 2017-45 Establishing the City Council's Goals and Priorities for the Takoma Park Police Department and it is the expectation of the City Council that the Mutual Aid Agreement authorized by this Ordinance is consistent with these goals and priorities and that any officer authorized to perform duties in the City of Takoma Park under the Mutual Aid Agreement will be familiar with and abide by those Goals and Priorities pertinent to their role in the City; and

WHEREAS, the jurisdictions have negotiated a Mutual Aid Agreement (attached hereto) to establish the basis and proper exercise of authority by each city's Police Departments beyond the boundaries of each department's jurisdiction as provided in Section 2-102 of the Criminal Procedure Article of the *Annotated Code of Maryland*.

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

SECTION 1. The Mayor, City Manager, and Chief of Police are hereby authorized to execute the attached Mutual Aid Agreement for Police Services Between the City of Takoma Park, Maryland, and the City of Laurel, Maryland.

SECTION 2. Upon full execution of the Mutual Aid Agreement for Police Services Between the City of Takoma Park, Maryland, and the City of Laurel, Maryland, Takoma Park's police officers and other officers, agents, and employees may act in accordance with its terms.

SECTION 3. This Ordinance shall become effective immediately.

Adopted this 25th day of September, 2019, by roll-call vote as follows:

AYE: Stewart, Kovar, Dyballa, Kostiuk, Seamens, Smith, Searcy

NAY: None

ABSENT: None

ABSTAIN: None



**MUTUAL AID AGREEMENT
FOR POLICE SERVICES BETWEEN
CITY OF TAKOMA PARK, MARYLAND
AND
CITY OF LAUREL, MARYLAND**

THIS AGREEMENT is entered into the ____ day of _____, 2019, by and between the City of Takoma Park, Maryland (hereinafter referred to as “Takoma Park”), a municipal corporation, and the City of Laurel, Maryland (hereinafter referred to as “Laurel”), a municipal corporation.

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

WHEREAS, it is the mutual desire of each of these police agencies to enhance, foster and maintain the positive working relationship currently existing between them;

NOW THEREFORE, the City of Takoma Park, Maryland, and the City of Laurel, Maryland, by their undersigned officials, do hereby agree as follows;

ARTICLE I – SCOPE OF AGREEMENT

1. *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105(e)(1) provides that the governing body of any municipal corporation may enter into a reciprocal agreement for the period it considers advisable in order to establish and carry out a plan to provide mutual aid through the furnishing of its police together with all necessary equipment in the event of an emergency and/or non-emergency situation as provided in § 2-105(b) of the Criminal Procedures Article.
2. Pursuant to *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, the governing bodies of Takoma Park and Laurel have determined, by their adoption of this Agreement, that an emergency and/or non-emergency situation within the purview of § 2-105 exists when:
 - (i) an on-duty Takoma Park Police Officer/Investigator/Operator, or an on-duty Laurel Police Officer/Investigator/Operator witnesses, or has probable cause to believe that



criminal activity punishable by incarceration or a serious traffic offense has occurred within the jurisdiction of the other police agency; and/or,

(ii) the Takoma Park Police or Laurel Police shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action, such that the Takoma Park Police or the Laurel Police needs additional police resources to meet its obligations, and requests mutual aid by the other police agency.

A serious traffic offense is defined as:

(i) An offense committed in wanton or willful disregard for the safety of persons or property; or

(ii) An offense committed in a manner that indicates a wanton or willful disregard for the safety of persons or property; or

(iii) When the officer has reasonable belief that they or another person are in imminent danger of death or serious physical injury.

ARTICLE II – JURISDICTION

1. *Annotated Code of Maryland*, Local Government Article § 5-207(a)(2) grants to any municipal corporation the authority to establish and maintain a police force within the municipality.
2. The jurisdiction of the Takoma Park Police is the area within the boundaries of the City of Takoma Park and the jurisdiction of the Laurel Police is the area within the boundaries of the City of Laurel (hereinafter the jurisdiction of the Takoma Park Police or the Laurel Police are sometimes referred to as “primary jurisdiction”).
3. In the event of an emergency and/or a non-emergency, as defined in Article II paragraph 4, below, police officers from either the Takoma Park Police or the Laurel Police (hereinafter the Takoma Park Police and/or the Laurel Police are sometimes referred as “signatory agency”) may take police actions within the jurisdiction of the other signatory agency.
4. An emergency and/or a non-emergency situation arises, for the purposes of Article II, when: (i) an on-duty Takoma Park Police Officer or an on-duty Laurel Police Officer witnesses or has probable cause to believe that criminal activity punishable by incarceration has occurred or a serious traffic offense within the jurisdiction of the other



signatory agency; and/or (ii) the Takoma Park Police or the Laurel Police shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action, such that the Takoma Park Police or the Laurel Police needs additional police resources to meet its obligations and requests assistance from the other signatory agency.

5. A “present police incident or action” is any ongoing matter that affects the public safety as determined by the senior police official or their designee of the signatory agency requesting mutual aid under this agreement.
6. A “future police incident or action” is any anticipated matter that affects the public safety as determined by the senior police official or their designee of the signatory agency requesting mutual aid under this agreement.

ARTICLE III – AUTHORITY

1. The police officers of each signatory agency shall comply with the following procedures with respect to arrests and actions within the jurisdiction of any other signatory agency.
2. All calls for service concerning incidents having occurred or presently occurring within the jurisdiction of either signatory agency shall be referred to that agency.
3. Pursuant to the terms of this Agreement, police officers of either signatory agency may make arrests and exercise related police powers within the jurisdiction of the other signatory agency in emergency and/or non-emergency situations.
 - a) When a police officer makes any arrest within the jurisdiction of the other signatory agency, that officer will immediately notify the other police agency and take the suspect to the nearest central processing station for processing, present before a District Court Commissioner if required, and prepare any necessary reports.
 - b) All written reports regarding such an arrest shall be done in the format and manner prescribed by the arresting officer’s agency.
 - c) All written reports regarding such an arrest, as well as any reports required by the police department/division having primary jurisdiction, must be prepared by the end of the officer’s tour of duty and a copy forwarded to the agency having primary jurisdiction no later than 1700 hours on the next business day.



- d) All follow-up investigations for all offenses will be conducted by the signatory agency in whose jurisdiction the arrest or event occurred.
4. Pursuant to the terms of this Agreement, police officers of either signatory agency may serve a warrant within the jurisdiction of the other signatory agency in emergency and/or non-emergency situations.
 - a) Prior to attempting service, the officer seeking to serve the warrant shall notify the agency in whose jurisdiction service of the warrant is being attempted, including the location of service and the name of the defendant, and, if practicable, work with the other agency to serve the warrant.
 - b) Whenever possible, an officer of the agency having primary jurisdiction shall accompany the officer(s) attempting service of the warrant.
 5. Pursuant to the terms of this Agreement, police officers of any signatory agency may issue a citation or make application for the statement of charges for any serious traffic offense which occurs within the jurisdiction of any other signatory agency. No officer of any signatory agency shall actively engage in routine traffic enforcement within the boundaries of any 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 jurisdiction of any other signatory agency to that agency in accordance with the reporting provisions of Article III, Subsection 3.b and c. above, of this Agreement.
 6. In the event that any officer of either signatory agency responds to an incident or call for service within the jurisdiction of the other signatory agency, the command authority shall be determined as follows:
 - a) The agency having primary jurisdiction shall have command authority unless otherwise provided below.
 - b) 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 having primary jurisdiction arrives on scene.
 - c) A police officer who initially assumes command of a scene shall relinquish command to the first police officer from the agency having primary jurisdiction who arrives on the scene.



- d) Once 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 having primary jurisdiction.
- e) When police officers are involved in a situation described in this section that requires an incident report, statement of charges, citation or any other police report or document, the officer must prepare the report, etc. by the end of his/her tour of duty. A copy of the report, citation, etc. will be forwarded to the agency having primary jurisdiction no later than 1700 hours the next business day. This procedure will be followed regardless of whether command was relinquished to a police officer of that jurisdiction or the incident was handled to completion by the officer from another signatory agency.
- f) Officers will use direct radio or mobile phone communications with the requesting agency if the technology exists. In the absence of direct radio or mobile phone communications, officers will communicate directly with their respective communications centers who in turn will communicate directly with the requesting agency's communication center.

ARTICLE IV – USE OF RESOURCES

1. Pursuant to the terms of this Agreement, the senior on-duty official of a signatory agency in charge of any present incident or action within their jurisdiction is authorized to determine the need for additional police resources if needed in an emergency and/or non-emergency situation.
 - a) 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.
 - b) Additionally, the senior police official of an investigative task force that is operating in the jurisdiction of either signatory agency is authorized to determine the need for additional resources from the other agency.
2. Pursuant to the terms of this Agreement, the Police Chief or Command Staff Officer of a signatory agency may determine the need for additional police resources as may be necessary for any future incident or action within their jurisdiction. Once this determination has been made, said official may request from the Police Chief or Command Staff Officer of the other signatory agency such resources as may be necessary and available.



3. In the event that a request for additional resources is made, the following procedures shall be followed:
 - a) All requests for resources shall include:
 1. The name and position of the officer making the request;
 2. The nature and location of the emergency/ non-emergency;
 3. The number of personnel requested and whether specialized personnel are needed;
 4. The type(s) of equipment needed; and
 5. The name, rank, and location of the officer to whom assisting personnel shall report.

The police official receiving such a request shall consider the circumstances of the request and the capability of their agency to provide the requested assistance. If the receiving official determines that the request can be met, then his/her agency shall provide such 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.
 - b) Assisting personnel shall be under the command of the senior police official or designee from the requesting agency on the scene.
 - c) 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 Operation Plan.**
4. No agency shall send any personnel to an incident or police action in another signatory jurisdiction unless assistance is expressly requested pursuant to this Agreement. This does preclude any nearby officer from responding to a serious call or an incident involving an immediate threat to human life.

ARTICLE V – MISCELLANEOUS PROVISIONS

1. Nothing in this Agreement shall prevent the Takoma Park Police Chief and the Laurel Police Chief 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.

2. The Takoma Park and Laurel Police Departments, upon receiving any written complaint against its officers from the Chief of Police of the other signatory agency for failure to comply with this 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.
3. A central file shall be maintained by each police agency documenting all arrests made within any other signatory agency's area of jurisdiction. The Takoma Park and Laurel Chiefs of Police (or their designees) shall meet at least annually to review the actions taken under this Agreement and make such recommendations as may be required to advance the goals of this Agreement.
4. Each signatory agency should provide the other with sufficient copies of all manuals, directives, memoranda, training bulletins, pertinent City Council Resolutions and any other materials necessary to assist the officers of each agency in the delivery of police services and preparation of written reports pursuant to the terms of this Agreement and regularly review such documents to ensure familiarity and compliance. All such materials should be updated when necessary to keep the other police agency informed of changes in procedure.
5. In accordance with the requirements of *Annotated Code of Maryland*, Criminal Procedure Article, §2-105, each party to this Agreement:
 - a) 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.
 - b) Shall indemnify and save 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. The agreement 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 or to the protections of all applicable provisions of the Local Government Tort Claims Act.



- c) Shall make no claims against the other party to this Agreement for expenditures regarding any actions taken or services received pursuant to this Agreement.
- 6. The parties acknowledge that the police officers, agents, and employees, when acting in furtherance of authority of this 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 or employed. Furthermore, 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 employer’s jurisdiction, 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.
- 7. Except as otherwise expressly provided by this 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 Takoma Park: Suzanne Ludlow, City Manager
 City of Takoma Park
 7500 Maple Avenue, Takoma Park, MD 20912
 Telephone: (301) 891-7229
 E-mail: SuzanneL@takomaparkmd.gov

If to the Takoma Park Police: Antonio DeVaul, Chief of Police
 Takoma Park Police Department
 7500 Maple Avenue, Takoma Park, MD 20912
 Telephone: (301) 891-7104 (Chief); (301) 270-1100
 E-mail: TonyD@takomaparkmd.gov

If to Laurel: _____

 Telephone: _____
 E-mail: _____

If to the Laurel Police: _____

 Telephone: _____
 E-mail: _____



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.
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 Takoma Park Police Chief and the Laurel Police Chief, to modifications and adjustments concerning operations.
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.
11. This Agreement shall supersede any and all prior negotiations, correspondence, understandings, and agreements between the parties regarding reciprocal enforcement or police mutual aid.
12. Term. This Agreement is effective on the ____ day of _____, 2019, and shall continue in full force and effect until such time as it is terminated by either the Takoma Park or Laurel upon sixty (60) days written notice.
13. Agreement Authorized by Ordinance. This Mutual Aid Agreement has been authorized by the governing bodies of Takoma Park and Laurel. Copies of the authorizing ordinances of the Takoma Park Council and the Laurel Council are attached as Exhibits A and B.

CITY OF TAKOMA PARK, MARYLAND

Mayor: _____ Date: _____
Kate Stewart

City Manager: _____ Date: _____
Suzanne Ludlow

Police Chief: _____ Date: _____
Antonio DeVaul

Approved as to form and legality: _____
Kenneth Sigman, Takoma Park City Attorney



CITY OF LAUREL, MARYLAND

Mayor: _____

Date: _____

Print Name: _____

City Manager: _____

Date: _____

Print Name: _____

Police Chief: _____

Date: _____

Print Name: _____

Approved as to form and legality: _____
Laurel City Attorney