

**MUTUAL AID AGREEMENT  
BLADENSBURG, MARYLAND, COLMAR MANOR, MARYLAND,  
COTTAGE CITY, MARYLAND; AND EDMONSTON, MARYLAND**

**THIS AGREEMENT** (this "Agreement") is entered into this 7<sup>th</sup> day of January, 2009 by and between the Mayor and Council of the Town of Bladensburg, Maryland (hereinafter the "Town of Bladensburg") the Mayor and Council of the Town of Colmar Manor, Maryland (hereinafter the "Town of Colmar Manor"), the Commissioners of the Town of Cottage City, Maryland (hereinafter the "Town of Cottage City"), and the Mayor and Council of the Town of Edmonston, Maryland (hereinafter the "Town of Edmonston").

**WHEREAS**, the Town of Bladensburg Police Department (hereinafter the "Bladensburg Police Department"), the Town of Colmar Manor Police Department (hereinafter the "Colmar Manor Police Department"), the Town of Cottage City, Maryland Police Department (hereinafter the "Cottage City Police Department"), and the Town of Edmonston Police Department (hereinafter the "Edmonston Police Department"), (collectively hereinafter the "Signatory Jurisdictions") are charged with providing police services to the citizens of Prince George's County, Maryland 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 Town of Bladensburg, Maryland, the Town of Colmar Manor, Maryland, the Town of Cottage City, Maryland and the Town of Edmonston do hereby agree as follows;

**ARTICLE I – SCOPE OF AGREEMENT**

The Town of Bladensburg, Maryland, the Town of Colmar Manor, Maryland, the Town of Cottage City, Maryland and the Town of Edmonston have entered into this Agreement for the purpose of providing mutual aid and assistance to each other police forces for the purposes and subject to the limitations set forth herein.

**ARTICLE II – JURISDICTION**

1. The Annotated Code of Maryland, Volume on Criminal Procedures Title 2, Section 105 (the "Act"), provides that the governing body of any municipal corporation may enter into reciprocal agreements in order to establish and carry into effect a plan to provide mutual aid through the furnishing of it's police together with all necessary equipment in the event of an emergency and/or non- emergency situation.
2. Pursuant to the Act the Town of Bladensburg, Maryland, the Town of Colmar Manor, Maryland, the Town of Cottage City, Maryland and the Town of Edmonston have determined by their adoption of this Agreement that an emergency and/or nonemergency situation exists when; (i) an on-duty Bladensburg Police Officer, Colmar Manor Police Officer, Cottage City Police Officer, Edmonston Police witnesses, or has probable cause to believe there has occurred, the commission of criminal activity which is punishable by incarceration or a serious traffic offense, as defined herein, within the

jurisdiction of either Signatory Jurisdiction; or (ii) the Bladensburg Police Department, Colmar Manor Police Department, Cottage City Police Department, Edmonston Police Department 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, then upon the happening of one or more of the circumstances set forth herein, mutual aid as provided herein may be requested and utilized.

a. 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 a reasonable belief that they or another person are in imminent danger of death or serious physical injury.

b. A police incident or action shall be considered any matter which affects the public safety as determined by the senior police official or their designee of the signatory agency requesting mutual aid under this agreement or "Mutual aid may be requested by, and at the discretion of, the on-duty supervisor or his/her designee. For the purposes of this Agreement, such designee shall include the communications officer (dispatcher) by and through whom the request for police mutual aid assistance is made.

4. The Annotated Code of Maryland, Article 23A, Section 2 (the "Express Powers Act"), subparagraphs (b) 22 and 23 grant to any municipal corporation the authority to establish and maintain a police force within that municipality.

### ARTICLE III – AUTHORITY

1. Pursuant to the actions of the Town of Bladensburg the Town of Colmar Manor, the Town of Cottage City, the Town of Edmonston and in accordance with the Act, the Express Powers Act and by the execution of this Agreement, police officers of each Signatory Jurisdiction shall comply with the following procedures with respect to arrests and actions within the jurisdiction of any other Signatory Jurisdiction.

2. All calls for service concerning incidents having occurred or presently occurring within the jurisdiction of a Signatory Jurisdiction shall be referred to that jurisdiction.

3. Pursuant to the terms of this Agreement, police officers of any Signatory Jurisdiction may make arrests and exercise necessary police powers within the jurisdiction of any other Signatory Jurisdiction as provided herein.

a. When a police officer makes any arrest within the jurisdiction of another Signatory Jurisdiction, that officer will: (1) immediately notify the police department of that jurisdiction, (2) take the suspect to the nearest station of that jurisdiction for processing, (3) take the suspect before the appropriate District

Court Commissioner, if necessary, and (4) 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 police department.
  - c. All written reports regarding such an arrest, as well as any required by the police department having primary jurisdiction must be prepared by the end of the officer's tour of duty and a copy forwarded to the department having primary jurisdiction no later than 1700 hours the next business day.
  - d. All follow-up investigations for all offenses will be conducted by the police department having primary jurisdiction.
4. Pursuant to the terms of this Agreement, police officers of any Signatory Jurisdiction may serve a warrant within the jurisdiction of any other Signatory Jurisdiction.
- a. The officer attempting service shall notify the police department having primary jurisdiction of the warrant attempt, including location and the name of the defendant, prior to any attempt at service.
  - b. Whenever possible, an officer of the police department 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 Jurisdiction may issue a citation or make application for a statement of charges for any serious traffic offense which occurs within the jurisdiction of any other Signatory Jurisdiction. No officer of any Signatory Jurisdiction shall actively engage in routine traffic enforcement within the boundaries of any other Signatory Jurisdiction, unless such an arrangement is agreed upon by the particular Signatory Jurisdiction in a prior written agreement. Each Signatory Jurisdiction agrees to 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 Jurisdiction to that jurisdiction 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 any Signatory Jurisdiction responds to an incident or call for service (collectively hereinafter the "Incident") within the jurisdiction of another Signatory Jurisdiction, the command authority shall be as follows:
- a. The police department of the Signatory Jurisdiction within whose boundaries the Incident shall have occurred shall have primary jurisdiction and shall exercise command unless otherwise provided below.
  - b. In the event that a police officer for any other 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.

- c. A police officer who initially assumes command of a scene, as described in subsection (b.) above, shall relinquish command to the first police officer having primary jurisdiction arrives on the scene.
- d. Once that command has been relinquished, the initial officer shall not remain on the scene unless requested to do so by the officer in command from the primary jurisdiction.
- e. Any police officers are involved in a situation described in subsection (b.) above, which requires an incident report, statement of charges, citation or any other police report or document, 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 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 Jurisdiction.
- f. All police officers shall use direct radio communications with the requesting Signatory Jurisdiction if the technology is available. In the absence of direct radio communications, officer will communicate directly with their respective communications centers, which in turn will communicate directly with the requesting jurisdiction's communications center.

#### ARTICLE IV - USE OF RESOURCES

1. The senior, on-duty official of a Signatory Jurisdiction in charge of any Incident within their jurisdiction is authorized to determine the need for additional police resources, if needed, in an emergency and/or non-emergency situation. Once this determination has been made, said official may request from the senior on-duty police official of any other Signatory Jurisdiction such resources as may be necessary and available to meet the need.
2. Pursuant to the terms of this Agreement, the Police Chief / Command Staff Officer of any Signatory Jurisdiction 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 / Command Staff Officer of any other Signatory Jurisdiction such resources as may be necessary and available.
3. In the event that a request for additional resources is made pursuant to Article IV, Sections 1. or 2. of this Agreement, 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 Incident;
    3. The number of personnel requested and whether specialized personnel are needed;
    4. The type(s) of equipment needed; and
    5. The name and location of the officer to whom assisting personnel shall report.

- b. The police official receiving such a request shall consider the circumstance of the request and the capability of their police department to provide the requested assistance. If the receiving police official determines that the request can be met, they shall provide such assistance, including necessary personnel and equipment, as is consistent with the request, and shall promptly notify the requesting jurisdiction of the number of personnel and/or equipment being provided.
  - c. Assisting personnel shall be under the command of the senior police official or designee from the requesting jurisdiction on the scene.
  - d. The use, deployment, command and control of resources under this section 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. No Signatory Jurisdiction shall send any personnel to any Incident in another Signatory Jurisdiction unless it is expressly requested pursuant to this Article.
    - a. This does not preclude any nearby officer from responding to an incident involving an immediate threat to human life or when requested by a communications officer (dispatcher) by and through whom the request for police mutual aid assistance is made.
  5. Each Signatory Jurisdiction shall maintain an up-to-date list of available hardware and personnel resources, which shall be attached as an appendix to this Agreement.

#### ARTICLE V – MISCELLANEOUS PROVISIONS

1. The Chief of Police of any Signatory Jurisdiction are hereby authorized to create within their respective departments such operational arrangements and procedures as may be necessary to carry out the intent of this Agreement.
2. The police departments of any Signatory Jurisdiction upon receiving any written complaint against its officers from any other Signatory Jurisdiction 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. A central file shall be maintained by the police department of any Signatory Jurisdiction documenting all arrests made within any other Signatory Jurisdiction.
3. The Chiefs of Police of each Signatory Jurisdiction shall meet, at least once, annually to review the actions taken under this Agreement and make such recommendations as may be required to advance the goals of this Agreement in accordance with applicable laws.
4. Each Signatory Jurisdiction should provide the others with sufficient copies of all manuals, directives, memoranda, training bulletins and any other materials necessary to assist the officers of each police department in the delivery of police services and preparation of written reports pursuant to the terms of this Agreement. All such materials should be updated when necessary to keep the other police departments informed of changes in procedure.

5. Each of the parties to this Agreement:
  - a. Waive any and all claim against any other party to this Agreement which may arise out of their activities outside of their respective jurisdictions under this Agreement and,
  - b. Indemnify and save harmless the other parties to this Agreement from all claims by third parties for property damage or personal injury which may arise out of activities of the other parties to this Agreement, outside their respective jurisdictions 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 of any immunity by the requesting party or the responding party which either might enjoy, and the requesting party shall be able to raise all defenses available to or which might be raised by the responding party.
  - c. Shall make no claims for expenditures regarding any actions taken or services received pursuant to this agreement against any other signatory agency, unless pursuant to a separate contract for police service which is entered into between signatories covered in 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 in which they are commissioned or employed, shall at all times remain employees or agents of the jurisdiction in which they are commissioned or employed. Furthermore, officers, agents and employees are entitled to all the immunities from liability and exemptions from laws, ordinances, and regulation and are entitled to worker's compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their perspective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.
7. This agreement is effective on January 8, 2009.
8. Each Signatory Jurisdiction hereby acknowledges that this Mutual Aid Agreement was

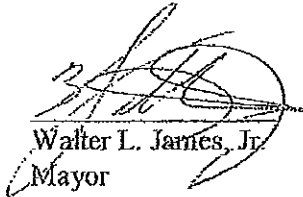
legislatively enacted and approved by its governing body.

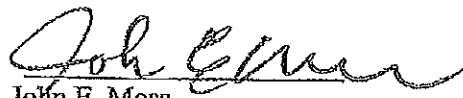
**ARTICLE VI - TERMINATION**

1. This agreement may be terminated by the Town of Bladensburg, the Town of Colmar Manor, the Town of Cottage City or the Town of Edmonston upon 30 days advance, written notice to the other party by the Mayor of the Requesting Town.

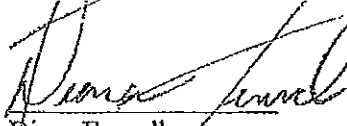
Witness the hands and seals of the Signatory Jurisdictions by the authorized representatives the day and year first above written.

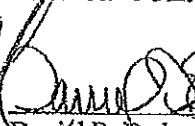
**MAYOR AND TOWN COUNCIL OF BLADENSBURG, MARYLAND**

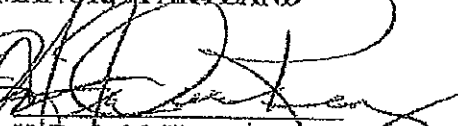
  
Walter L. James, Jr.  
Mayor

  
John E. Moss  
Acting Town Administrator &  
Chief of Police

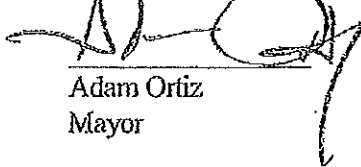
**MAYOR AND TOWN COUNCIL OF COLMAR MANOR, MARYLAND**

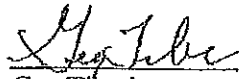
  
Diana Fennell  
Mayor


  
Daniel R. Baden  
Clerk-Treasurer

  
H. Frederick Keeney  
Chief of Police

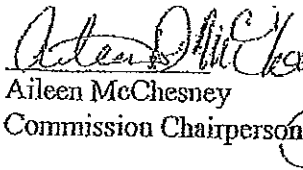
**MAYOR AND TOWN COUNCIL OF EDMONSTON, MARYLAND**

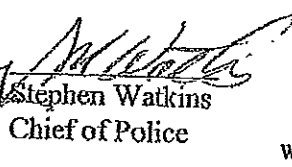
  
Adam Ortiz  
Mayor

  
Guy Tiberio  
Town Administrator

  
Stephen E. Walker  
Chief of Police

MAYOR AND TOWN COMMISSION OF COTTAGE CITY, MARYLAND

  
Aileen McChesney  
Commission Chairperson

  
Stephen Watkins  
Chief of Police

With copies to:

Daniel R.  
Boden  
Clerk-  
Treasurer  
Town of Colmar Manor  
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Colmar Manor, Maryland 20722

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