

## Agreement of Coordination of Enforcement Responsibilities

This agreement is made this 7th day of August, 2013, by and between Prince George's County, Maryland, a body corporate and politic, on behalf of the Prince George's County Police Department (the "Prince George's County Police") and the University of Maryland, on behalf of the University of Maryland College Park Police Department (the "University of Maryland Police").

**WHEREAS**, Section 13-601(b)(2)(ii) of the Education Article, Annotated Code of Maryland provides that the University of Maryland Police Force may perform police functions, on property other than that owned or controlled by the University of Maryland, when requested or authorized by the chief executive officer or the chief police officer of any county; and

**WHEREAS**, Prince George's County, Maryland on behalf of the Prince George's County Police desires assigning to the University of Maryland Police Force concurrent jurisdiction within a specified area surrounding property owned by the University of Maryland, College Park; and

**WHEREAS**, it is recognized that a coordination of effort and activity must assure certainty of service and will have the effect of delivering to the citizens of Prince George's County, Maryland the most efficient and effective law enforcement services possible;

**NOW THEREFORE**, the Parties, do hereby agree as follows:

### Concurrent Jurisdiction of the University of Maryland Police

1. The University of Maryland Police shall exercise concurrent jurisdiction with the Prince George's County Police in the enforcement of all laws within that certain area of Prince George's County, Maryland which is not owned, leased, operated by, or under the control of the University of Maryland or when in order to facilitate the orderly flow of traffic to and from property owned, leased, operated by, or under the control of the University of Maryland and which lies adjacent to the campus of the University of Maryland. This area of concurrent jurisdiction includes that property not owned, leased, operated by, or under the control of the University of Maryland within an area bounded on the south and west by the City of College Park boundaries; on the north by a line beginning at the City of College Park boundary at the northwest corner of the intersection of Adelphi Road and Metzert Road then to the northern highway line of Metzert Road, then in a easterly direction along the northern highway line of Metzert Road to and including the intersection of Metzert Road and University Boulevard, then easterly along the northern highway line of University Boulevard to a point at the eastern highway line of Baltimore Avenue at the northern edge of the bridge over University Boulevard and extending south along the eastern highway line of Baltimore Avenue to the northern highway line of Greenbelt Road and continuing east along the northern highway line of Greenbelt Road to the point where Greenbelt Road meets University Boulevard, then crossing University Boulevard to the northern highway line of Greenbelt Road and continuing east along the northern highway line of Greenbelt Road to the mid-point of the bridge over the CSX tracks and the City of College Park boundary line; then continuing in a southerly and westerly direction along the western edge of the CSX right-of-way to the western bank of the main channel of Paint Branch Creek; continuing in a southerly and easterly direction along Paint Branch Creek to the point where it meets Indian Creek and becomes the Northeast Branch; continuing along the western bank of the main Channel of the Northeast Branch in a southerly and westerly direction to the point where it again meets the southern boundary of the City of College Park.

2. Also included in this area of concurrent jurisdiction are the properties located along the southern highway line of Guilford Road and also the western highway line of Mowatt Lane which include the following addresses:
  - \*Hillel Center for Jewish Life, 7612 Mowatt Lane, College Park, Maryland;
  - \*Catholic Student Community Center, 4141 Guilford Road, College Park, Maryland;
  - \*Hope Lutheran Church, 4201 Guilford Road, College Park, Maryland;
  - \*Residence of 4227/4229 Guilford Road, College Park, Maryland;
  - \*Residence of 4231/4233 Guilford Road, College Park, Maryland;
  - \*Residence of 7110/7112 Rossburg Drive, College Park, Maryland;
  - \*L.D.S. Institute of Religion, 7601 Mowatt Lane, College Park, Maryland;
  - \*University Methodist Church, 3621 Campus Drive, College Park, Maryland; and
  - \*University Baptist Church, 3515 Campus Drive, College Park, Maryland;
  - \*Maranatha Fellowship Church, 3828 University Blvd, College Park, Maryland
3. Also included in this area of concurrent jurisdiction is the property bounded on the east and north by the City of College Park boundary and on the south and west by a line beginning at the southwest corner of the property located at 7601 Mowatt Lane, College Park, Maryland where it connects with the University of Maryland property line and continuing in a generally westerly and northerly direction along the University of Maryland property line and continuing westerly then southeasterly along the University of Maryland property line and continuing westerly along the University of Maryland property line to the point where it meets Hyattsville City boundary located near the southeast corner of the property line of St. Mark the Evangelist Catholic Church, 7501 Adelphi Road, Hyattsville, Maryland; continuing northerly and westerly then easterly along the Hyattsville City boundary to the eastern highway line of Adelphi Road; continuing north along the eastern highway line of Adelphi Road to a point directly across from the northern highway line of Stanford Street; then across Adelphi Road to the northern highway line of Stanford Street connecting with the property line of the University of Maryland; then following the property line of the University of Maryland westerly, then northerly to University Boulevard; then crossing over University Boulevard to the northern highway line of University Boulevard; then easterly along the northern highway line of University Boulevard to the City of College Park boundary. (Refer to Attached Map.)
4. Excluded from this area of concurrent jurisdiction are any properties owned by the Maryland-National Capitol Park and Planning Commission, CSX railroad, the government of the United States, or the Washington Metropolitan Area Transit Authority at the University of Maryland/College Park station.
5. Prince George's County Police retains primary jurisdiction and nothing shall restrain the Prince George's County Police from exercising their full and complete powers in the area of concurrent jurisdiction.
6. The University of Maryland Police may exercise full and complete police powers when engaged in fresh pursuit or in matters incident to the fresh pursuit when:
  - a. A person has committed or is reasonably believed to have committed a felony, or has committed a misdemeanor in the presence of an officer; and
  - b. The offense that gave rise to the fresh pursuit occurred in the primary or concurrent jurisdiction of the University of Maryland Police.
7. University of Maryland Police Officers may exercise full and complete police powers outside their area of primary or concurrent jurisdiction when in the course of normal patrol activities they witness an incident where they have a reasonable belief that there is imminent danger of death or great bodily harm.

#### **Operational Details for Coordinating Activities**

1. All citizen requests for police assistance within the area known as the concurrent jurisdiction shall be referred to the Prince George's County Police for response. In no other instance should a citizen be referred from one police agency to another.
2. The Prince George's County Police will, as it deems necessary, dispatch its units to initially respond to any incident or call for police service originating within the area known as the concurrent jurisdiction.
3. Requests from citizens for assistance within the area of concurrent jurisdiction will be responded to by Prince George's County Police on a "first call" basis. In the event the Prince George's County Police are not available, requests for assistance within the area of concurrent jurisdiction may be referred by the Prince George's County Police to the University of Maryland Police for response on an officer available basis. Should the University of Maryland Police be unable to respond, the Prince George's County Police must be notified immediately and must respond as the agency with primary jurisdiction.
4. The University of Maryland Police shall immediately notify the Prince George's County Police when responding to incidents in the area of concurrent jurisdiction involving Part I offenses, all deaths including those occurring as the result of Motor Vehicle accidents, all cases of suspected child abuse, and crimes occurring on Prince George's County, Maryland school property. For these offenses, the University of Maryland Police shall not exercise police powers unless an apprehension can be made as the result of fresh pursuit, incident to fresh pursuit, or on the scene of that offense. The University of Maryland Police, whether or not apprehension has been made as provided for above, shall perform no investigative function for incidents of Part I offenses, all deaths including those occurring as the result of Motor Vehicle accidents, all cases of suspected child abuse, and crimes occurring on Prince George's County, Maryland school property; but shall maintain the integrity of the crime scene until the arrival of members of the Prince George's County Police, who shall assume all investigative responsibility for such offenses.
5. The University of Maryland Police shall furnish on a timely basis to the Prince George's County Police copies of all reports of arrests and/or incidents involving Part I and Part II offenses to which the University of Maryland Police respond or take action based on this agreement.
6. Part I and Part II offenses, for the purpose of this agreement, are defined by the Uniform Crime Reporting Procedures of the Federal Bureau of Investigation.
7. In those instances where special events are planned at the University of Maryland which might impact the City of College Park (e.g., Greek Week, football games, basketball games, Homecoming, etc.) the University of Maryland Police shall give sufficient notice to the Prince George's County Police in order that additional Prince George's County Police personnel might be assigned to the City of College Park, if warranted.

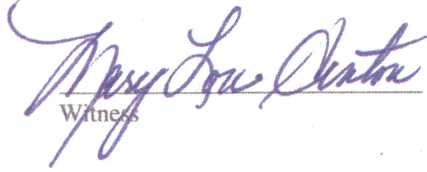
#### **Effect**


1. This agreement is for the sole purpose of providing efficient police service to the citizens of the County, the City of College Park, and the University Community. This agreement remains in effect until terminated upon written notice by any of the below offices or their successors. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
2. The University of Maryland Police and the Prince George's County Police:
  - a. Waive any and all claims against each other which may arise out of the activities outside their respective jurisdictions under this agreement; and

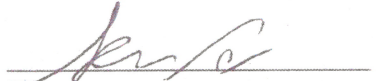
- b. To the extent permitted by law to indemnify and save harmless each other from all claims by third parties for property damage or personal injury which may arise out of the activities of this agreement, outside their respective jurisdictions under this agreement.
3. The University of Maryland Police and the Prince George's County Police shall cooperate fully with each other in fulfilling the terms and intent of this agreement.
4. Nothing in this agreement precludes either the Prince George's County Police or the University of Maryland Police from providing assistance to one another when requested.
5. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

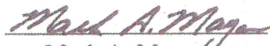
*[Signature Page Follows]*

PRINCE GEORGE'S COUNTY, MARYLAND


  
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Witness

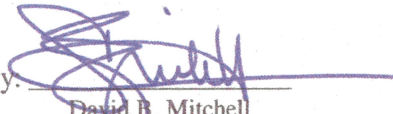
By:   
\_\_\_\_\_  
Barry L. Stanton  
Deputy Chief Administrative Officer for  
Public Safety  
Prince George's County, Maryland

  
\_\_\_\_\_  
Witness

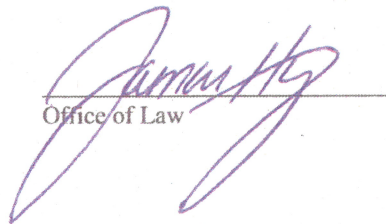
By:   
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Mark A. Magaw  
Chief of Police  
Prince George's County Police Dept.  
Prince George's County, Maryland

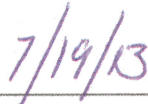
THE UNIVERSITY OF MARYLAND POLICE

  
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Witness  
Carolyn J. Consoli  
University of Maryland Police  
College Park, Maryland

By:   
\_\_\_\_\_  
David B. Mitchell  
Chief of Police  
University of Maryland Police  
College Park, Maryland

REVIEWED FOR LEGAL FORM AND SUFFICIENCY:

  
\_\_\_\_\_  
Office of Law

  
\_\_\_\_\_  
Date