

Mutual Aid Agreement

Mutual Aid Agreement between
the Town of Riverdale Park, on behalf of the
Riverdale Park Police Department, and the
University of Maryland, College Park, on
behalf of University of Maryland Police
Department

This Mutual Aid Agreement (the "Agreement") is made as of the date of final Party signature below, by and between the Town of Riverdale Park, a body corporate and politic, on behalf of the Riverdale Park Police Department (the "RPPD") and the University of Maryland, College Park (the "University"), on behalf of the University of Maryland College Park Police Department (the "UMPD") (each a "Party", collectively the "Parties").

WHEREAS, Section 13-601(b)(2)(ii) of the Education Article, Annotated Code of Maryland, provides that the University of Maryland Police Department 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, pursuant to the authority set forth in the Annotated Code of Maryland, Criminal Procedures Article, Title 2, Section 105, the Parties desire to make and enter into this Mutual Aid Agreement; and

WHEREAS, Prince George's County, Maryland on behalf of the Town of Riverdale Park and the RPPD desires assigning to the UMPD concurrent jurisdiction within a specified area surrounding property owned by the University; and

WHEREAS, the University desires assigning concurrent jurisdiction to the RPPD under certain circumstances on University Property as defined herein; 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 and the Town of Riverdale Park the most efficient and effective law enforcement services possible;

NOW THEREFORE, the Parties do hereby agree as follows:

I. Definitions

1. University Property. University Property (or, if plural, University Properties) is defined as (a.) the main campus of the University, owned and operated by the University in College Park, MD, more particularly described in **Exhibit A**, attached hereto and incorporated herein, or as described in updated maps as may from time to time be provided by the University to the RPPD; and (b) any property located within the Town of Riverdale Park owned or held by the University of Maryland, College Park (referred to herein as University Properties located within Riverdale Park). University Properties located within Riverdale Park includes but is not limited to the area known as the Discovery District, and the grounds of the College Park

Academy. Excluded from the area of University Property is any property in Prince George's County that is outside the original jurisdiction of UMPD, including property owned by the government of the United States or the Washington Metropolitan Area Transit Authority.

2. Riverdale Park Property. Riverdale Park Property is defined as the geography and properties found in Prince George's County under the jurisdiction of the RPPD, more particularly described in **Exhibit B**, attached hereto and incorporated herein, or as described in updated maps as may from time to time be provided by the RPPD to the University.
3. Primary Agency. Primary Agency is defined as the police department bearing primary jurisdiction for police activities within a given territory. The agency of primary jurisdiction.
4. Secondary Agency. Secondary Agency is defined as the police department that has been given authority to exercise police functions, as defined herein, beyond the boundaries of its primary jurisdiction.

II. Scope of Agreement

The purpose of this Agreement is to establish the basis of and proper exercise of RPPD and UMPD authority when acting beyond the boundaries of each police department's jurisdiction, for the purpose of providing efficient police services to the citizens of Riverdale Park and to the University. Nothing contained in this Agreement is intended under any circumstances to cede, relinquish, or limit the respective legal authority or jurisdiction of either the RPPD or the UMPD. The UMPD and the RPPD expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under applicable Maryland law and regulations, and reserve the primary responsibility for investigating offenses that occur in their respective areas of primary jurisdiction.

III. Joint Responsibility of the Parties

1. The Secondary Agency shall immediately notify the Primary Agency when responding to an incident, investigating, or engaging in an enforcement action in the Primary Agency's area of primary jurisdiction. If the Secondary Agency is the first on the scene, that agency shall maintain the integrity of the crime scene until the arrival of members of the Primary Agency, who shall assume all investigative responsibility for such offenses.
2. The Parties shall furnish on a timely basis copies of all reports of arrests and/or incidents to which they respond or take action, based on this Agreement, in the area of concurrent jurisdiction.

IV. Riverdale Park Police Department Responsibility

1. The RPPD is the department of primary responsibility for law enforcement activities in Riverdale Park, including but not limited to patrols, responding to calls for service, responding to emergent and non-emergency incidents, the investigation of crimes, the execution of warrants, arrests, public safety, and the enforcement of applicable laws. The RPPD will enforce all applicable laws, exercise police powers, and carry out all duties and responsibilities assigned to the RPPD. As an exception to this standard, the Parties agree that the UMPD shall bear primary responsibility for law enforcement activities for University Properties that are located within Riverdale Park, and the RPPD shall hold secondary responsibility for law enforcement activities for such locations.

2. The UMPD desires the aid of the RPPD under certain circumstances on University Property and, accordingly, confers upon the RPPD the concurrent and general jurisdiction necessary and sufficient under law to exercise police powers and enforce all applicable laws within University Property, in an emergency, when requested as assistance or backup, when directed by UMPD, or when otherwise necessary.
3. The RPPD may enforce all applicable laws on University Property and exercise full and complete police powers in response to requests for backup or assistance by the UMPD, in an emergency, or when directed by the UMPD.
The RPPD may also exercise full and complete police powers:
 - a. To investigate suspicious activity or threats to the safety of persons or property, or
 - b. When engaged in fresh pursuit or in matters incident to fresh pursuit when:
 - i. 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
 - ii. The offense that gave rise to the fresh pursuit occurred in the primary or concurrent jurisdiction of the RPPD.
4. The RPPD will not routinely patrol on University Property outside of when assigned to patrol events held on University Property (hereinafter "University Events") and when agreed upon by the Parties, or when it is reasonable in scope and duration under the circumstances. For the avoidance of doubt, this paragraph does not exclude or prevent the RPPD's routine patrol of University Properties that are located within Riverdale Park.
5. In the event that a RPPD officer exercises police powers on University Property outside the context of University Event Patrol as defined in Section 6 of this Agreement, the UMPD must be notified immediately, with a request for the UMPD to come to the scene. RPPD officer(s) shall control the area, maintain the integrity of the crime scene, establish a perimeter, and begin to gather victim and or witness information until a UMPD officer arrives, at which time they will relinquish the scene to the responsibility of the UMPD, unless fresh pursuit of a crime that occurred Riverdale Park lead to University Property, or unless expressly waived by the UMPD.
6. University Event Patrol. Activities undertaken by the RPPD on University Property may include scheduled patrolling of University Events on campus (hereinafter referred to as "University Event Patrol") as follows.
 - a. The UMPD shall provide reasonable advanced notice when requesting University Event Patrol.
 - b. The UMPD shall have full charge and responsibility for on-the-scene command of any RPPD officers assigned to University Event Patrol for the purpose of selecting appropriate areas for patrol, on-scene supervision, and duties during shift. The RPPD has the authority for the scheduling and assignment of RPPD officers assigned to University Event Patrol.
 - c. In the exercise of police powers during University Event Patrol, the RPPD officers shall have full and complete authority to exercise police powers, including the making of arrests on University Property.
 - d. All incidents observed and arrests made by RPPD officers during University Event Patrol shall be promptly reported by the RPPD officers and forwarded to the UMPD.

V. UMPD Responsibility

1. The UMPD is the department of primary responsibility for law enforcement activities on University Property outlined in Exhibit A, and University Properties located within Riverdale Park, including but not limited to patrols, responding to calls for service, responding to emergent and non-emergency incidents, the investigation of crimes, the execution of warrants, arrests, public safety, and the enforcement of motor vehicle and traffic laws. The UMPD will enforce all applicable laws, exercise police powers, and carry out all duties and responsibilities assigned to the UMPD.
2. For clarity, the UMPD may exercise these powers of a peace and police officer on University Properties located within Riverdale Park.
3. The RPPD desires the aid of the UMPD under certain circumstances in Riverdale Park and, accordingly, confers upon the UMPD the concurrent and general jurisdiction necessary and sufficient under law to exercise police powers and enforce all applicable laws within Riverdale Park Property as described and reflected in Exhibit B (beyond the boundaries of the land that is owned, leased, operated by, or under the control of the University of Maryland) in an emergency, when requested as assistance or backup, when directed by the RPPD, or when otherwise necessary.
4. The UMPD may enforce all applicable laws in Riverdale Park and exercise full and complete police powers in response to requests for backup or assistance by the RPPD, in an emergency, or when directed by the RPPD.


The UMPD may also exercise full and complete police powers:

- a. To investigate suspicious activity or threats to the safety of persons or property, or
- b. When engaged in fresh pursuit or in matters incident to fresh pursuit when:
 - i. 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
 - ii. The offense that gave rise to the fresh pursuit occurred in the primary or concurrent jurisdiction of the UMPD.
5. UMPD will not routinely patrol in Riverdale Park except (a) to the extent required to patrol University Properties located within Riverdale Park, or (b) as is reasonable in scope and duration under the circumstances.
6. In the event that UMPD officers are first on the scene of an incident occurring in Riverdale Park the RPPD must be notified immediately, with a request for the RPPD to come to the scene. The UMPD officer(s) shall assume command and control the area, maintain the integrity of the crime scene, establish a perimeter, and begin to gather victim and/or witness information until a RPPD officer arrives, at which time they will relinquish the scene to the responsibility of the RPPD, unless fresh pursuit of a crime that occurred on University Property lead to Park Property, or unless expressly waived by the RPPD.

VI. Miscellaneous

1. This Agreement will remain in effect until terminated upon written notice by either Party.
2. This Agreement can only be modified in a writing signed by duly authorized representatives of both Parties.
3. The Parties hereby agree to:
 - a. Waive any and all claims against each other which may arise out of the lawful activities outside their representative jurisdictions under this Agreement; and
 - b. To the extent allowed by the laws of the State of Maryland and the opinions of the State Attorney General, and subject to an appropriation of funds by the Maryland General Assembly or the Town of Riverdale Park for the purpose contemplated in this Paragraph, indemnify and Hold each other harmless from all claims by third parties for property damage or personal injury which may arise out of lawful activities of the other Party in accordance with this Agreement, outside of their respective jurisdiction under this Agreement. Liability of each Party will be limited to that established under and allowed by the Maryland State Tort Claims Act and the Maryland Local Government Tort Claims Act , as amended from time to time.
4. The Parties shall cooperate fully with each other in fulfilling the terms and intent of this Agreement.
5. Nothing in this Agreement precludes the Parties from providing assistance to one another when requested.
6. This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws principles.
7. The Chief of the Prince George's County Police Department is a signatory to this Agreement for the sole purpose of requesting or authorizing, in accordance with Section 13-601(b)(2)(ii) of the Education Article, Annotated Code of Maryland, the University of Maryland Police Department to provide police services within the Town of Riverdale Park as provided by this Agreement.

TOWN OF RIVERDALE PARK

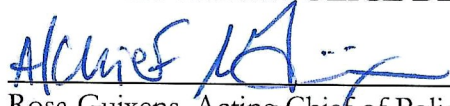


John N. Lestitian, Town Manager
Town of Riverdale Park, Maryland.

6/24/2022

DATE

RIVERDALE PARK POLICE DEPARTMENT

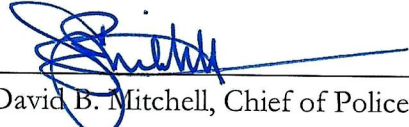


Rosa Guixens, Acting Chief of Police
Town of Riverdale Park, Maryland.

5/31/2022

DATE

UNIVERSITY OF MARYLAND POLICE DEPARTMENT, COLLEGE PARK



David B. Mitchell, Chief of Police/ Director of Public Safety
University of Maryland, College Park, Maryland.

7 July 2022

DATE

CHIEF OF POLICE, PRINCE GEORGE'S COUNTY, MARYLAND

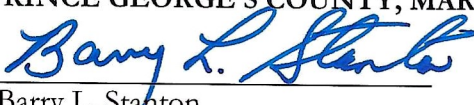


Malik Aziz, Chief of Police
Prince George's County, Maryland.

04.26.2022

DATE

PRINCE GEORGE'S COUNTY, MARYLAND



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

5/18/2022

DATE

EXHIBIT A – CAMPUS PROPERTY



EXHIBIT B – RIVERDALE PARK

The University of Maryland Police shall exercise concurrent jurisdiction with the Riverdale Park Police Department in the enforcement of all laws, with the 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 within the area bounded on the west by the CSX tracks; north by the contiguous border between the City of College Park, Town of Riverdale Park, and University of Maryland; by the east along the western bank of the main Channel of the Northeast Branch, and south by the prolongation of the northern curb line of Tuckerman Street.

