

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 16-O-10

Introduced By: Mayor Patrick L. McGrady
Date Introduced: March 28, 2016
Amendments Adopted:
Date Adopted: April 11, 2016
Date Effective: May 2, 2016

1 **AN ORDINANCE concerning**

2
3 **POLICE MEMORANDUM OF UNDERSTANDING**

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5 **FOR** the purpose of approving a certain Memorandum of Understanding between the
6 Maryland Transportation Authority, Harford County, Maryland, the Sheriff of Harford County,
7 Maryland, the City of Havre de Grace, Maryland, the Town of Bel Air, and the City of Aberdeen
8 Concerning Law Enforcement Jurisdiction and Coordination of Services; and generally
9 providing terms and conditions for certain specified mutual law enforcement support between
10 these jurisdictions.

11
12 **SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF**
13 **ABERDEEN**, that the Council hereby approves and authorizes the Mayor to execute on behalf of
14 the City of Aberdeen a “Memorandum of Understanding between the Maryland Transportation
15 Authority on Behalf of the Maryland Transportation Authority Police Force, Harford County,
16 Maryland, the Sheriff of Harford County, Maryland on behalf of the Harford County Sheriff’s
17 Office, and the City of Havre de Grace, Maryland, on Behalf of the Havre de Grace Police
18 Department, the Town of Bel Air, Maryland, on Behalf of the Bel Air Police Department and the
19 City of Aberdeen, Maryland, on Behalf of the Aberdeen Police Department Concerning Law
20 Enforcement Jurisdiction and Coordination of Services” in substantially the form as attached to
21 this Ordinance and incorporated by reference.

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23 **SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY**
24 **OF ABERDEEN**, that this Ordinance shall become effective at the expiration of twenty (20)
25 calendar days following adoption.

COUNCIL OF THE CITY OF ABERDEEN

Patrick L. McGrady, Mayor

Sandra J. Landbeck, Councilwoman

Timothy W. Lindecamp, Councilman

Melvin T. Taylor, Councilman

Vacant

ATTEST:

SEAL:

Monica A. Correll, City Clerk

Date _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MARYLAND TRANSPORTATION AUTHORITY ON BEHALF OF THE MARYLAND
TRANSPORTATION AUTHORITY POLICE FORCE,
AND HARFORD COUNTY, MARYLAND,
THE SHERIFF OF HARFORD COUNTY, MARYLAND ON BEHALF OF THE HARFORD COUNTY
SHERIFF'S OFFICE, AND
THE CITY OF HAVRE DE GRACE, MARYLAND, ON BEHALF OF THE HAVRE DE GRACE
POLICE DEPARTMENT, THE TOWN OF BEL AIR, MARYLAND, ON BEHALF OF THE BEL AIR
POLICE DEPARTMENT AND THE CITY OF ABERDEEN, MARYLAND, ON BEHALF OF THE
ABERDEEN POLICE DEPARTMENT
CONCERNING LAW ENFORCEMENT JURISDICTION AND COORDINATION OF SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the Maryland Transportation Authority ("MDTA"), an agency of the State of Maryland, pursuant to the authority granted by Maryland Code Annotated, Transportation Article §4-208 on behalf of the Maryland Transportation Authority Police Force ("MDTAP"), and Harford County, Maryland, ("the County"), the Sheriff of Harford County, Maryland, a State Constitutional Officer, ("Sheriff"), on behalf of the Harford County Sheriff's Office, ("HCSO"); the City of Aberdeen, Maryland, ("Aberdeen"), on behalf of the Aberdeen Police Department ("APD"), and the City of Havre de Grace, Maryland, ("Havre de Grace"), on behalf of the Havre de Grace Police Department ("HDGPD"), and the city of Bel Air Maryland, ("Bel Air"), on behalf of the Bel Air Police Department ("BAPD").

WHEREAS, it is in the public interest that police throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the Sheriff of Harford County, Maryland, by and through the HCSO is the primary law enforcement agency within Harford County, Maryland, and responsible for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof within Harford County, Maryland; and

WHEREAS, the Aberdeen Police Department provides law enforcement services to the City of Aberdeen, Maryland, a municipal corporation located within Harford County, Maryland, for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof; and

WHEREAS, the Havre de Grace Police Department provides law enforcement services to the City of Havre de Grace, Maryland, a municipal corporation located within Harford County, Maryland, for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof;

WHEREAS, the Bel Air Police Department provides law enforcement services to the Town of Bel Air Maryland, a municipal corporation located within Harford County, Maryland, for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof;

WHEREAS, MDTAP is established by the Maryland Code Annotated, Transportation ("TR") Article § 4-208; and

WHEREAS, the officers of HCSO, APD, HDGPD, BAPD and MDTAP are trained in current law enforcement techniques, have completed the course of training prescribed by the Maryland Police and Corrections Training Commission, and are certified law enforcement officers; and

WHEREAS, MDTA Police officers may not exercise police powers on any other property unless:

- 1) Engaged in fresh pursuit of a suspected offender;
- 2) Specifically requested or permitted to do so in a political subdivision by its chief executive officer or its chief police officer; or
- 3) Ordered to do so by the Governor; and

WHEREAS, the parties to this Agreement acknowledge that the provisions outlined herein will assure the safe, efficient, and cooperative management of law enforcement services under Maryland law and applicable local ordinances and that the MDTA Police has been, as memorialized in this Agreement, specifically requested, pursuant to TR §4-208(b)(4)(ii), to exercise police powers on the properties described in this Agreement ,

Now THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

A. PRIMARY JURISDICTION ON MAA, MPA, AND MDTA PROPERTIES

1. Pursuant to Md. Code Ann., TR Article, Title 4, the MDTA Police have primary law enforcement jurisdiction within the boundaries of MPA, MAA and MDTA properties), specifically the Thomas J. Hatem Bridge, Francis Scott Key Bridge, Lane Memorial Bay Bridge, Harry W. Nice Bridge, the Inter County Connector (ICC), and the Baltimore Harbor and Fort McHenry Tunnels and surrounding areas owned, operated or under control of the MAA, MPA or MDTA, including any and all facilities and structures thereon.
2. MDTA Police is the primary agency responsible for all requests for police services, enforcement of traffic laws, investigation of all traffic collisions and all crimes, and for conducting follow-up investigation of all incidents occurring on MAA, MPA, and MDTA properties. The Harford County Sheriff's Office, Aberdeen Police, Bel Air Police and Havre De Grace Police agree to assist the MDTA Police in follow-up investigations, upon request by the MDTA Police, to the extent practicable.

B. AREAS OF CONCURRENT JURISDICTION

1. Nothing in this Agreement shall be construed to limit the authority granted to any party under Md. Code Ann., Criminal Procedure Art. § 2- 102 or other applicable law.
2. Under the terms of this Agreement and pursuant to Md. Code Ann., TR Art. § 4-208, MDTA Police officers are further authorized to exercise concurrent law enforcement jurisdiction in Harford County, as well as within the City of Aberdeen, the Town of Bel Air, and the City of Havre de Grace on all roads and all other property, without limitation.
3. The parties hereto agree that, in the areas of concurrent jurisdiction specified in paragraph B.2.:
 - a. The HCSO is the primary law enforcement agency in the County outside Aberdeen and Havre de Grace; and
 - b. The APD is the primary law enforcement agency in Aberdeen; and
 - c. The BAPD is the primary law enforcement agency in the Town of Bel Air; and
 - d. The HCGPD is the primary law enforcement agency within the City of Havre de Grace;
 - e. MDTA Police shall provide all law enforcement services necessary on all Airport Facilities, Port Facilities, Railroad Facilities, and Transit Facilities, as defined in Transportation Article § 3-101.
 - f. If, in the areas of concurrent jurisdiction, the MDTA Police are the first to arrive at any incident scene; they shall provide the *initial* law enforcement services necessary. The MDTA Police

shall notify the primary law enforcement agency if the first to arrive at any such incident scene. The primary law enforcement agency, shall, at their discretion, have the authority to direct, control, and coordinate any law enforcement action and/or investigation thereafter.

- g. The primary law enforcement agency should maintain authority to direct, control, and coordinate the investigation of all part I crimes. (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Theft, Stolen Auto, and Arson).
- h. In the areas of concurrent jurisdiction, the MDTA Police shall notify the primary law enforcement agency if the MDTA makes any arrest and will further notify the respective agency of any incident involving suspicion of the existence of a controlled dangerous substance, including any traffic violation, stop or citation.
- i. The MDTA Police are authorized to exercise their police powers within the areas of concurrent jurisdiction for violations of the Maryland Vehicle law which occur in their presence. The MDTA Police will receive approval through the primary law enforcement agency or designee, before engaging in any high profile traffic initiatives activities, such as checkpoints, saturation initiatives, etc., within the concurrent jurisdiction areas of another law enforcement agency.

D. POINTS OF CONTACT

1. The Harford County Sheriff's Office point of contact is the Duty Officer.
2. The MDTA Police point of contact is the Commander of the Patrol Division.
3. The Aberdeen Police's point of contact is the duty officer.
4. The Bel Air Police's point of contact is the duty officer.
5. The Havre de Grace Police's point of contact is the duty officer.

E. LIABILITY

To the extent provided or allowed by law, each of the parties to this Agreement agrees to indemnify and save harmless the other party against any and all claims by third parties for property damage and/or personal injury arising out of each party's respective activities performed under this Agreement; and each of the parties agrees to waive any and all claims against the other party that may arise out of the activities performed under this Agreement. Each party shall remain liable for acts or omissions of its own employees within the limits of applicable law. Nothing in this Agreement shall be construed to waive any immunities or privileges afforded by law. Nothing in this Agreement purports to create any "special relationship" between any law enforcement officer and any other person, when a law enforcement officer is conducting law enforcement activities pursuant to this Agreement.

F. TERM OF AGREEMENT

This Agreement will remain in effect until such time that any party terminates the agreement upon thirty (30) days advance written notice to the other party. Changes in the names of the parties to this Agreement, including any executives, Chiefs of Police, points of contacts, elected officials, etc., shall not affect the enforceability, efficacy or authority of this agreement.

G. DUTIES AND OBLIGATIONS

The parties agree that it is their intent to act cooperatively and support each other as appropriate in pursuing their law enforcement objectives. Nothing herein shall impose legal rights or obligations of either party to the other.

H. NOTICE

All notices required or permitted hereunder to be in writing shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid to the parties, at the respective address as set forth below:

To Harford County: Harford County Sheriff's Office
45 South Main Street
Bel Air, Maryland 21014
Attn: Sheriff

To Harford County Sheriff's Office: Harford County Sheriff's Office
45 South Main Street
Bel Air, Maryland 21014
Attn: Sheriff

To City of Havre de Grace Havre de Grace City Hall
711 Pennington Avenue
Havre de Grace, Maryland 21078
Attn: Mayor

To Havre de Grace Police Department: 715 Pennington Avenue
Havre De Grace, Maryland 21078
Attn: Chief of Police

To Town of Bel Air Town of Bel Air
Attn: Town Administrator
39 N. Hickory Ave.
Bel Air, MD 21014

To Bel Air Police Department City of Bel Air Police Department
39 N. Hickory Ave.
Bel Air, MD 21014
Attn: Chief of Police

To City of Aberdeen City of Aberdeen
Attn.: City Manager
60 N. Parke Street
Aberdeen, Maryland 21001

To City of Aberdeen Police Department: 60 N. Parke Street
Aberdeen, Maryland 21001
Attn.: Chief of Police

To the MDTA: Maryland Transportation Authority
2310 Broening Highway, Suite 150 Baltimore,
Maryland 21224
Attn: Executive Secretary

To Maryland Transportation Authority Police: Maryland Transportation Authority Police
4330 Broening Highway
Baltimore, Maryland 21222
Attn: Chief of Police

I. PROCEDURAL REQUIREMENTS NOT A DEFENSE

Nothing in this Agreement that describes notifications from one agency to the other, or requires internal administration practices or procedures by either agency of the terms of this Agreement shall be deemed to invalidate any law enforcement action taken by the MDTAP in an area of primary, concurrent or additional concurrent jurisdiction. It is further acknowledged and agreed that any officer of the MDTAP, wherever assigned, shall have

authority to take any law enforcement action permitted under the terms of this agreement and under the laws of the State of Maryland.

J. AMENDMENTS

This Agreement shall not be amended, changed or modified except by a written instrument duly executed by the concerned parties.

K. GOVERNING LAW

The laws of the State of Maryland govern the validity, interpretation, performance, and construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, hereby execute this Agreement to be effective on the day and year first above written.

WITNESS:

HARFORD COUNTY, MARYLAND

By: _____
Barry Glassman, County Executive

WITNESS:

THE SHERIFF OF HARFORD COUNTY, MARYLAND

By: _____
Sheriff Jeffrey R. Gahler

WITNESS:

CITY OF ABERDEEN

By: _____
Patrick McGrady, Mayor

WITNESS:

ABERDEEN POLICE DEPARTMENT

By: _____
Henry Trabert, Chief of Police

WITNESS:

CITY OF HAVRE DE GRACE

By: _____
William T. Martin, Mayor

WITNESS:

HAVRE DE GRACE POLICE DEPARTMENT

By: _____
Teresa Walters, Chief of Police

WITNESS:

CITY OF Bel Air

By: _____
Jesse Bane, Town Administrator

BEL AIR POLICE DEPARTMENT

By: _____
Charles Moore, Chief of Police

WITNESS:

MARYLAND TRANSPORTATION AUTHORITY

By: _____
Milt Chaffee, Executive Director

WITNESS:

MARYLAND TRANSPORTATION AUTHORITY POLICE

By: _____
Woodrow W. Jones, Chief of Police

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Sharon B. Benzil
Assistant Attorney General
Maryland Transportation Authority