

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Council President at the request of the County Executive

SUBJECT: Mutual Aid Agreement with the Maryland-National Capital Park Police

Background

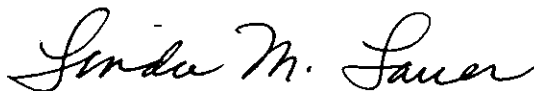
1. The County and Maryland-National Park and Planning Commission have determined that providing public safety and other services across jurisdictional lines will increase their ability to protect the safety and welfare of County residents.
2. Md. Code, Criminal Procedure Article, §2-105 authorizes the County to enter into a mutual aid agreement with other governmental entities in and outside Maryland to establish and carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment.
3. The Department of Police believes that the Mutual Aid Agreement (MAA) attached as Appendix 1 is desirable, practicable, and beneficial for the County.
4. The County Attorney's Office believes that the attached MAA is legally sound.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

1. The Council approves the attached MAA, which is made a part of this resolution.
2. The Council authorizes the County to request, provide, and receive mutual aid under the circumstances and to the extent specified in the MAA.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

11/1/06

Date

Approved:



Douglas M. Duncan, County Executive

11/7/06

Date

APPENDIX

RECIPROCAL ENFORCEMENT AND MUTUAL AID AGREEMENT

THIS RECIPROCAL ENFORCEMENT AND MUTUAL AID AGREEMENT (the "Agreement") is made as of this _____ day of _____, 2006, by and between Montgomery County, Maryland (the "County"), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the "Commission") a public body corporate and agency of the State of Maryland.

Explanatory Statements

A. Pursuant to the authority set forth in 1922 Md. Laws Ch. 259, the County has established the Montgomery County Police (the "County Police") to protect the health, safety and general welfare of the public within the territorial limits of Montgomery County (the "County Limits").

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Article 28, Section 5-101, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission=s properties located from time to time within the County Limits (the "Park Property").

C. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the Commission has established the Montgomery County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission=s activities undertaken within the County Limits and the Park Property.

D. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the County Police shares with the Park Police concurrent general police jurisdiction within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property, subject to the supervisory jurisdiction of the Park Police within and among Park Property only.

E. Pursuant to the authority set forth in the Code, at Article 28 Section 5-114 and the Criminal Procedure Article at Section 2-105, the County, Commission, County Police and Park Police (collectively, the "Parties") desire to make and enter into this "Reciprocal Agreement" for the purposes provided thereunder.

F. Pursuant to the authority set forth in 1992 Md. Laws Ch. 569, as amended by 2002 Md. Laws Ch. 542, the Parties expressly desire to expand the Park Police forces for the limited purpose of authorizing the exercise of concurrent jurisdiction by horse-mounted patrols of the Park Police in certain areas located within the County Limits and only under circumstances expressed herein.

G. The Parties further desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all roads and sidewalks immediately

adjacent to any such Park Property.

H. The Parties further desire to establish the conditions under which the Park Police may render mutual aid in the exercise of general jurisdiction within the County Limits.

I. This Agreement has been approved by the Montgomery County Council on _____, 2006, by Resolution, a true and correct copy of which is annexed hereto at Exhibit A.

J. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on _____, 2006, by Resolution _____, a true and correct copy of which is annexed hereto at Exhibit B.

NOW, THEREFORE, in consideration of the mutual rights, duties, promises and obligations herein, the parties desire to set forth in writing the understanding reached between them concerning the manner in which police service is to be rendered within the Park Property and within the County Limits and therefore agree to the following:

1. Authority Reserved. The purpose of this Agreement is to establish the basis and proper exercise of jurisdiction within the County Limits and Park Property under the circumstances expressed herein. Nothing contained in this Agreement is intended to cede, relinquish or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and the County Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by law of the County, resolution of the Commission, common law of Maryland or any other applicable law or regulation promulgated pursuant thereto. For example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of the County Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202 or 2-203 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.2, 2.3, 2.4, 3, 4 or 5 of this Agreement may only be enforced by the parties under Section 6 of this Agreement and shall have no effect on the authority of the County Police or the Park Police to exercise the police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Limited Jurisdiction Conferred. When necessary, the County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, confer upon the Park Police the concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within specified geographical areas (the "Special Patrol Areas") contained within the County Limits as those areas may be enumerated from time to time in writing and executed by mutual consent of the Chief of the County Police and the Chief of the Park Police; provided, however, that such authority conferred by this Section 2.1 (the "Special Patrol Jurisdiction"), shall be subject to the following limitations:

2.1.1. Special Patrol Areas. Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of the Park Police to engage in

fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

2.1.2. *Mounted Patrol.* Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be limited to (a) routine and/or scheduled patrol by sworn uniformed officers of the Park Police mounted on horseback (the "Mounted Patrols") and (b) other activities incidental and reasonably related to conducting the Mounted Patrols.

2.1.3. *Investigation of Crime.* The Mounted Patrols shall not initiate routine investigations of crime occurring within a Special Patrol Area, except and only to the extent, an investigation may be initiated when (a) it is incident to a Mounted Patrol at the scene of a crime, reported crime or possible crime and (b) it is reasonable in scope and duration under the circumstances.

2.1.4. *Park Property Reserved.* Nothing provided in this Article 2 with respect to the Special Patrol Jurisdiction shall limit or otherwise impair the exercise by the Park Police of jurisdiction within any Park Property located within a Special Patrol Area, it being expressly understood that jurisdiction within any Park Property shall be exercised according to the provisions of Article 3 of this Agreement only.

2.2. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer assigned to exercise Special Patrol Jurisdiction at any time; provided, however, that the Park Police may in its sole discretion withdraw any such Park Police officer from the Special Patrol Area and Special Patrol Jurisdiction, and such on-the-scene command, in the event any need for redeployment arises as determined by the Park Police. Without limiting the generality of the foregoing, it is understood that charge and command shall include for this purpose the authority to select appropriate areas or beats for the Mounted Patrol and the authority to exercise on-scene supervision ; provided, however, that notwithstanding the authority of the County Police to exercise such command, the Park Police shall have exclusive responsibility for the scheduling, shift assignment of Park Police officers who undertake the Mounted Patrol activities from time to time, and the safety and well-being of their mounts.

2.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the Park Police agree to observe certain practices and procedures provided as follows:

2.3.1. *Advance Notice of Patrol Schedule.* The Park Police shall provide advance written notice of scheduled Mounted Patrols to the County Police Emergency Communications Center on a weekly or monthly basis. The patrol schedule shall be furnished in any form and content as the County Police may from time to time reasonably promulgate and require.

2.3.2. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Special Patrol Jurisdiction shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

2.3.3. *Arrests.* In the exercise of its Special Patrol Jurisdiction conferred

under this Agreement, subject only to the command authority of the County Police, the Park Police shall have full and complete authority to make arrests within the Special Patrol Areas.

2.3.4. Incident Reports. The Park Police shall file with the County Police a written report for any arrest or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.4. shall be completed as soon as practicable following the close of the reporting officer=s tour of duty, but not later than 24 hours thereafter.

2.4. Prompt Assistance. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Special Patrol Jurisdiction conferred pursuant to this Agreement.

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police and County Police with respect to the Park Property and that portion of all roads and sidewalks immediately adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. On Park Property. With respect to a particular incident, charge and responsibility for on-the-scene command of any County Police officer who exercises concurrent jurisdiction on Park Property shall be determined by the Park Police in good faith on a case-by-case basis and depend upon the facts and circumstances of the incident. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics Team and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). Notwithstanding the exercise of command by the County Police in any instance, however, it is understood that the Park Police shall have exclusive responsibility for the deployment of Park Police officers who undertake horse mounted related duties, and the safety and well-being of their mounts.

3.1.2. Certain Areas Adjacent to Park Property. If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any County Police officer who responds to that incident unless the incident requires the activation of any County Police emergency response resource. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics Team and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). If any incident begins or is discovered on the

roads and sidewalks immediately adjacent to Park Property, and does not involve Park Property, then, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer who exercises concurrent jurisdiction on such roads and sidewalks.

3.2. Park Police. Except as otherwise expressly provided in Section 3.3. of this Agreement, the Park Police shall be the agency of principal responsibility for law enforcement activities undertaken with respect to Park Property, including, but not limited to, the following:

3.2.1. *Patrol*. Routine and/or scheduled preventive patrol accomplished by any means (including patrol by motor vehicle, mounted horseback, foot or bicycle patrol).

3.2.2. *Investigation*. Initiation and/or conduct of investigative activities relating to a crime, reported crime or possible crime occurring on Park Property; provided, however, that, the County Police shall be and remain the agency of principal responsibility for investigative activities relating to any human death occurring or discovered on Park Property. With respect to those events investigated by the Park Police, the Park Police shall be solely responsible for the collection and preservation of evidence/property recovered during the course of their investigations.

3.2.3. *Warrants*. The execution on Park Property of search or arrest warrants relating to any crime, reported crime or possible crime investigated by the Park Police.

3.2.4. *Crowd Control*. The planning and execution of law enforcement measures to control crowds, demonstrations, public displays, and similar scheduled and unscheduled congregations which may occur from time to time on Park Property.

3.2.5. *Drug and Alcohol Crime*. The investigation and enforcement of any violation occurring on Park Property of laws relating to the possession, use and/or distribution of narcotics, and similar controlled dangerous substances or alcoholic beverages.

3.2.6. *Motor Vehicle Laws*. The investigation and enforcement of any violation of the motor vehicle laws of the State of Maryland occurring on Park Property, whether or not the violation is a crime.

3.2.7. *Enforcement of Rules and Regulations*. The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Article 28, Section 5-113; provided, however, that nothing contained in this Section 3.2.7 shall be construed to limit the authority provided by the Park Police to certain County police personnel to issue civil citations for violations of the Rules and Regulations.

3.3. Certain Investigations.

3.3.1 *Deaths on Park Property*. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any human death, including unattended and/or undetermined deaths, homicides, attempted homicides (e.g., assaults resulting in life threatening injuries), and events where human death is likely or imminent, occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police.

3.3.2 Rape and Certain Sex Offenses on Park Property. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any first or second degree rape occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any attempted rape and/or any first or second degree sex offense or attempted first degree or second degree sex offense; provided, however, that any such investigation shall be conducted jointly with the County Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any third or fourth degree sex offense or attempted third or fourth degree sex offense; provided, however, that any such investigation may be conducted jointly with the County Police at its option. It is understood that incident reports completed by either agency shall be forwarded to either the Commander, Criminal Investigations Division, Park Police or Director, Major Crimes Division, County Police, as soon as practicable following the close of the investigator's tour of duty, but not later than 48 hours thereafter.

3.4. Certain Practices of County Police. For the purpose of securing the orderly exercise of concurrent jurisdiction with respect to Park Property, the County Police agree to observe certain practices and procedures provided as follows:

3.4.1. *Advance Notice of Certain Operations.* To ensure the safety of both Park Police officers and County Police officers, the County Police shall provide to the Park Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted on Park Property. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the Park Police may from time to time reasonably promulgate and require, unless due to to exigent circumstances such notice is impractical.

3.4.2. *Communication Protocol.* Incidents observed by the County Police and arrests made by the County Police in the exercise of its concurrent jurisdiction on Park Property shall be reported promptly to the Park Police Communications Section by means of radio or telephone transmission.

3.4.3. *Incident Reports.* The County Police shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by the County Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 3.4.4. shall be completed as soon as practicable following the close of the reporting officer=s tour of duty, but not later than 24 hours thereafter.

3.4.4. *Prompt Assistance.* The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other incident arising on Park Property.

4. Incidental Enforcement Within County Limits. The County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, do hereby expressly confer upon the Park Police the concurrent and general jurisdiction necessary and sufficient under law to undertake the following activities of law enforcement (specified herein at Sections

4.1, 4.2, and 4.3) anywhere within the County Limits upon the terms, conditions and limitations expressed in this Article 4 (such jurisdiction, the "Incidental Police Powers"). It is understood that the Incidental Police Powers expressed in this Article 4 are conferred in addition to, and not in lieu of, the Special Patrol Jurisdiction conferred in Article 1 of this Agreement and the concurrent jurisdiction conferred under the Code.

4.1. Non-Emergency Conditions.

4.1.1. *Motor Vehicle Violations.* Any officer of the Park Police who is (a) dressed in a uniform approved by the Park Police or (b) operating a motor vehicle marked with approved Park Police insignia, or both, may initiate a traffic stop in the event the officer witnesses operation of a motor vehicle in violation of any of any applicable State or County law or regulation, saving and excepting only speed enforcement using radar or laser technology off Park Property or the roads and sidewalks adjacent thereto (the "Excepted Motor Vehicle Violations").

4.1.2. *Warrants.* Any officer of the Park Police may lawfully execute within the County Limits a warrant duly issued by a court of competent jurisdiction.

4.1.3. *Certain Traffic Accidents.* The Park Police shall investigate any traffic accident involving a motor vehicle owned by the Commission or operated within the scope of employment by any employee of the Commission, unless and except in the event the accident results in any human death or serious injury where death is likely to occur, in which event the County Police shall then investigate in all events.

4.1.4. *Death or Serious Injury of Park Police Officers.* In the event of death or serious injury of an on-duty officer of the Park Police occurring within the County Limits but not on Park Property, the Park Police will be permitted a non-supervisory role in a joint investigation conducted at the direction of the County Police.

4.1.5. *Joint Operations.* Upon the written order executed jointly by the Chief of the County Police and Chief of the Park Police, the Park Police shall be authorized and empowered to provide temporary assistance to the County Police for purposes of any public event, demonstration, law enforcement task force or similar operation or undertaking (a "Joint Operation") which may be conducted jointly by the departments from time to time. An officer of the Park Police acting within the reasonable scope of his or her responsibility in any such Joint Operation shall have all concurrent and general jurisdiction necessary and sufficient under law to make arrests and otherwise enforce the laws of the United States, the State of Maryland and laws of Montgomery County.

4.2. Warrantless Arrest. Nothing provided in this Agreement is intended to limit, restrict or in any manner affect whatsoever the authority for any officer of the Park Police to make a warrantless arrest.

4.3. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer undertaking any activity which constitutes the exercise of any Incidental Police Power enumerated in this Article 4.

4.4. Certain Practices of Park Police. For the purpose of securing the orderly exercise of the Incidental Police Powers conferred according to this Article 4, the Park Police agree to observe certain practices and procedures provided as follows:

4.4.1. *Advance Notice of Certain Operations.* To ensure the safety of both Park Police officers and County Police officers, if the Park Police have prior knowledge of a need to exercise any of these Incidental Police Powers, the Park Police shall provide to the County Police reasonable prior notice thereof. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the County Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

4.4.2. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Incidental Police Powers shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

4.4.3. *Incident Reports.* The Park Police shall file with the County Police a written report for any arrest, traffic stop or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 4.4.3. shall be completed as soon as practicable following the close of the reporting officer=s tour of duty, but not later than 24 hours thereafter.

4.5. Certain Practices of County Police. For the purpose of securing the orderly exercise of Incidental Police Powers, the County Police agree to observe certain practices and procedures provided as follows:

4.5.1. *Prompt Assistance.* The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Incidental Police Powers conferred pursuant to this Agreement.

5. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the County Police and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 5.

5.1. Referral to Agency Having Principal Responsibility. The Park Police shall promptly refer to the County Police any telephone call or other request for emergency service which relates to an area other than Park Property but within the County Limits. The County Police shall promptly refer to the Park Police any telephone call or other request for emergency service which relates to Park Property. Telephone calls referred by one agency to another shall be transacted using equipment designed to switch the call without interruption to the person initiating the call.

5.2. Reporting. The parties will work cooperatively to resolve any issues related

to mutual reporting requirements and referral of calls pursuant to this Article 5. Each agency shall furnish to the other a copy of any records it maintains upon request.

6. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the County Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County Limits and to deliver efficient, coordinated police services to the citizens of Montgomery County. Each police agency signatory hereto, and their respective employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of agency to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the effective date of this Agreement, the status of each complaint of non-compliance shall be reported to the County and Commission, respectively.

7. Statutory Indemnity. The parties do mutually covenant and agree to waive all claims and indemnify the other according to the terms and requirements set forth in the Code at Section 2-105 (e)(2) of the Criminal Procedure Article, which terms and requirements, as amended from time to time, shall be deemed incorporated herein by reference as if set forth in their entirety.

8. Integration.

8.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedules hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof. Without limiting the generality of the foregoing, it is understood that certain Memorandum of Understanding made by and among the Parties dated as of July 1, 1978, that certain Mutual Aid Agreement made by and among the Parties dated as of February 5, 1990, and that certain Memorandum of Understanding made by and between the County Police and Park Police dated November 4, 1998, each and together, shall be of no further force or effect.

8.2. Other Agencies of Law Enforcement. Anything provided in this Agreement to the contrary notwithstanding, it is understood that the Parties may from time to time, under the authority provided under the Code at Section 2-105 of the Criminal Procedure Article, enter into agreements of reciprocal enforcement and mutual aid respecting other law enforcement agencies. In the event any provision contained in this Agreement conflicts with any other such enforcement and aid agreement, the terms of the other such agreement shall be deemed to control.

9. Term. This Agreement shall be deemed effective at 12:01 AM on the date first written above and shall continue in full force and effect until such time as it is terminated by either the County or the Commission upon thirty (30) days written notice.

10. Miscellaneous.

10.1. Notices. Except as otherwise expressly provided by this Agreement, Any written notices, requests, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows:

If to the County:

Chief Administrative Officer
101 Monroe Street, 2nd Floor
Rockville, Maryland 20850

If to the County Police:

Chief of Police
2350 Research Boulevard
Rockville, Maryland 20850

If to the Commission:

Executive Director
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737

If to the Park Police:

Chief – Montgomery County Division
Maryland-National Capital Park Police
Saddlebrook Headquarters
12751 Layhill Road
Silver Spring, Maryland 20906

10.2. Severability. 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.

10.3. Amendment; Waiver. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto.

10.4. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.5. Counterparts. 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.

10.6. Applicable Law. This Agreement was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland.

10.7. Use of Genders. Whenever used in this Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

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IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement as of the day and year first written above.

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

MONTGOMERY COUNTY, MARYLAND

By: _____
Trudye Morgan-Johnson
Executive Director

By: _____
Douglas M. Duncan
County Executive

By: _____
Royce Hanson
Chairman

ATTEST:

Patricia Colihan Barney
Secretary-Treasurer

By: _____
Mary Bradford, Director,
Department of Parks

**THE MARYLAND-NATIONAL CAPITAL
PARK POLICE**

By: _____
Nathaniel J. Barber
Chief

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

Adrian R. Gardner, General Counsel
Maryland-National Capital Park and
Planning Commission

Charles W. Thompson, County Attorney
Montgomery County, Maryland