

MARYLAND TRANSPORTATION AUTHORITY POLICE AND
THE MAYOR AND COUNCIL OF ROCKVILLE
on behalf of the Rockville City Police Department
MEMORANDUM OF AGREEMENT CONCERNING
LAW ENFORCEMENT JURISDICTION AND COORDINATION OF SERVICES

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this 15th day of July, 2025, between the Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland on behalf of the Rockville City Police Department ("Rockville City Police Department"), and the Maryland Transportation Authority ("MDTA"), an agency of the State of Maryland, on behalf of the Maryland Transportation Authority Police ("MDTA Police"), pursuant to the authority granted by Maryland Code Annotated, Transportation Article§ 4-208.

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 Rockville City Police Department is 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; and

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

WHEREAS, the officers of both the Rockville City Police Department and the MDTA Police are trained in current law enforcement techniques, have completed the course of training prescribed by the Maryland Police Training and Standards Commission, and are certified law enforcement officers; and

WHEREAS, MDTA Police Officers have all the powers granted to peace officers or police officers of this State, but may exercise those powers only on property owned, leased or operated by or under the control of the MDTA, the Maryland Aviation Administration ("MAA"), and the Maryland Port Administration ("MPA"), some of which are located contiguous to and within Montgomery County, Maryland; 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 MAA, MPA and MDTA properties 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 investigations of all incidents occurring on MAA, MPA, and MDTA properties where MDTA has statutory jurisdiction. The Rockville City Police Department agrees to assist the MDTA Police in follow-up investigations, upon request by the MDTA Police, to the extent practicable.
3. MDTA Police and Rockville City Police Department agree to ensure proper coordination for reporting crimes to the Maryland State Police, in compliance with National Incident Based Reporting System (NIBRS)

B. AREAS OF CONCURRENT JURISDICTION

1. Nothing in this Agreement shall be construed to limit the authority granted to either party or to individual MDTA Police Officers or Rockville City Police Officers 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 and permitted to exercise full concurrent law enforcement jurisdiction in the City of Rockville on all roads and all other property, without limitation.
3. The parties hereto agree that in the areas of concurrent jurisdiction specified in this Paragraph B.:
 - a. Rockville City Police Department is the primary law enforcement agency.
 - b. 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, if any.
 - c. If, in the areas of concurrent jurisdiction, the MDTA Police is the first to arrive at any incident requiring immediate law enforcement intervention, action, or investigation, they shall provide the *initial* law enforcement services necessary and notify the Rockville City Police Department. The Rockville City Police Department, as the primary law enforcement agency, shall, at its discretion, have the authority to direct, control and coordinate any law enforcement

action and/or investigation thereafter.

- d. The primary law enforcement agency shall maintain authority to direct, control, and coordinate the investigation of all Part I crimes (Homicide, Robbery, Rape, Aggravated Assault, Burglary, Theft, and Stolen Auto). This provision does not apply to MDTA property as defined by Maryland Code Annotated, Transportation Article § 4-208.
- e. The MDTA Police are authorized to exercise their police powers within the area of concurrent jurisdiction for violations of the Maryland Vehicle law which occur in their presence. The MDTA Police will receive approval through the Rockville City Police Department before engaging in any high-profile traffic initiatives, such as checkpoints, saturation patrols, etc. within the concurrent jurisdiction areas.

C. POINTS OF CONTACT

- 1. The Rockville City Police Department point of contact is the Field Services Bureau Commander.
- 2. The MDTA Police point of contact is the Commander of the Patrol Division.

D. LIABILITY

To the extent provided by law, each of the parties to this Agreement agrees to save and hold harmless the other party, its officers, agents, and employees, from and against any and all claims, demands, actions, suits and proceedings, as to all liability 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, defenses, or privileges afforded by law.

E. TERM OF AGREEMENT

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

F. 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.

G. 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 Rockville City Police Department

Rockville City Police Department
2 W. Montgomery Ave.
Rockville, Maryland 20850
Attn: Office of the Chief

To the MDTA and MDTA Police:

Maryland Transportation Authority
2310 Broening Highway
Baltimore, Maryland 21224
Attn: Executive Director

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

H. 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 Maryland Transportation Authority Police in an area of primary, concurrent or additional concurrent jurisdiction. It is further acknowledged and agreed that any officer of the Maryland Transportation Authority, 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.

I. AMENDMENTS

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

J. 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.

Rockville City Police Department

By: _____

Jason L. West, Chief of Police

Mayor and Council of Rockville

By: _____

Jeff Mihelich, City Manager

Approved for form and legal sufficiency:

Robert Dawson, City Attorney - Rockville

Maryland Transportation Authority Police

By: Colonel Joseph F. Scott
Colonel Joseph F. Scott, Chief of Police

Approved for form and legal sufficiency:

Kimberly Millender
Assistant Attorney General - MDTA