

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANNAPOLIS POLICE DEPARTMENT
AND
THE ANNE ARUNDEL COUNTY SHERIFF'S OFFICE**

THE MEMORANDUM OF UNDERSTANDING is entered into this 14th day of May, 2008 by and between the **ANNAPOLIS POLICE DEPARTMENT** and the **ANNE ARUNDEL COUNTY SHERIFF'S OFFICE**.

WHEREAS, the Annapolis Police Department's role is that of the primary law enforcement agency in Annapolis, Maryland, charged with the responsibility for enforcement of all criminal and traffic laws within the jurisdictional boundaries of Annapolis, Maryland;

WHEREAS, Anne Arundel County deputy sheriff's are law enforcement officers, and although their role and duties are not that of primary law enforcement, failure to act in response to certain crimes or traffic incidents could jeopardize life or limb, damage public confidence, or initiate unfavorable citizen review.

WHEREAS, it is therefore desirable to specify, as much as possible, those instances or conditions of a criminal or traffic nature wherein sworn members of the Anne Arundel County Sheriff's will be expected to provide the proper law enforcement response and service; and

WHEREAS, it has been determined that, as law enforcement agencies with certain overlapping responsibilities regarding the enforcement of criminal laws, traffic laws and

other related procedural issues, the parties agree a clear delineation of agency roles will provide a higher quality of law enforcement service to the public through mutual cooperation and coordination.

NOW, therefore, the parties do agree as follows:

I. PARTIES

The parties to this Memorandum of Understanding are the ANNAPOLIS POLICE DEPARTMENT, hereinafter referred to as the APD, and the ANNE ARUNDEL COUNTY SHERIFF'S OFFICE, hereinafter referred to as the AACOSO.

II. PURPOSES

The purpose of the Memorandum of Understanding is to define agency roles so as to minimize duplication of effort and to establish procedures and practices for mutual cooperation between the APD and the AACOSO.

III. MEETINGS AND LIAISON OFFICERS

To facilitate continuous communications between the parties, each agency head shall designate/appoint one liaison officer. Both liaison officers should keep abreast of all issues as they relate to the purpose of this Memorandum of Understanding. The liaison officers should meet as frequently as necessary or as often as directed by their agency heads so as to ensure the goals and objectives contained in the Memorandum of Understanding are met.

IV. AUTHORITY

It is agreed by the parties hereto that the mutually agree to decisions by and between the Chief of Police of the APD and the Sheriff of the AACOSO are final.

V. COOPERATIVE EFFORTS

A. ON TRAFFIC ENFORCEMENT

Within the jurisdictional boundaries of Annapolis, Maryland, the primary law enforcement agency regarding traffic law enforcement is the APD. However, sworn deputies of the AACOSO when operating marked or unmarked Sheriff's Office vehicles and observing what appears to be a motorist operating a vehicle in a manner as to present a clear and eminent danger to the public, may take the proper enforcement action including the appropriate arrest procedures, report writings, form completions, and other procedural requirements. "Back-up" officer response in the interest of officer safety will be provided by either party upon request of the other. The APD will provide intoximeter operator support services to the AACOSO should the request and need to do so arise.

B. ON CRIMINAL CASES

Within the jurisdictional boundaries of Annapolis, Maryland, the primary law enforcement agency regarding the enforcement and investigation of all criminal violations is the APD. Whenever a member of the Sheriff's Office observes a violation of law that is unrelated to the AACOSO's primary functions of court security, the service and execution of court orders, and prisoner transport, it shall be handled in the following manner:

- Felonies - Members of the AACOSO who observe a felonious act shall take the proper preventative enforcement action; including the appropriate arrest procedures, report writings, form completions, and other procedural requirements associated with the type of arrest as may be requested by the APD. The APD will manage all follow-up investigations and will coordinate with the arresting officer the prosecution of the case.
- Misdemeanors - Members of the AACOSO who observe a misdemeanor act shall take the proper preventative enforcement action; including the appropriate arrest procedures, report writings, form completions, and other procedural requirements associated with the type of arrest as may be requested by the APD. The APD will manage all follow-up investigations and will coordinate with the arresting officer.

C. ON ARRESTS GENERALLY

Arrests affected by members of the AACOSO and subsequent prisoner transportation is the responsibility of the arresting deputy sheriff. It is mutually understood and agreed by the parties that traffic and warrantless or on-view criminal arrests by the AACOSO are more the exception than the rule, and that the AACOSO is not the primary law enforcement agency in these areas.

D. ON INVESTIGATIONS GENERALLY

Within the jurisdictional boundaries of Annapolis, Maryland, investigative responsibilities for traffic and criminal cases rests with the APD.

E. ON HOSTAGE/BARRICADE/EXTRA-ORDINARY POLICE INCIDENTS

In the event members of the AACOSO encounter a hostage situation or a barricaded individual within the jurisdictional boundaries of Annapolis, not including the Anne Arundel County Circuit Court, they are to immediately notify the communications center of the APD, maintain an appropriate law enforcement posture at or near the incident scene, and defer further management of the incident to the APD. The APD will dispatch supervisory personnel, additional officer and/or specialized units who may assume tactical

and field command over the incident. During such incidents, the AACOSO personnel at the scene will come under the command and control of the APD incident commander. The AACOSO deputies encountering such an incident will provide a detailed police report concerning their knowledge of the incident to the APD prior to the end of their tour of duty. In the event that a hostage situation or a barricaded individual within the Anne Arundel County Circuit Court occurs, the AACOSO will manage the incident scene. The AACOSO will notify the communications center of the APD of the incident and request assistance if needed. If assistance is needed, APD personnel at the scene will come under the command and control of the AACOSO incident commander.

F. ON ESCAPES

Within the jurisdictional boundaries of Annapolis, Maryland, the investigation and apprehension of prisoners who have escaped from the custody of either party, will be the primary responsibility of that party. "Back-up" officer response in the interest of officer safety will be provided to either party upon request of the other; if an AACOSO investigation becomes an extraordinary police incident, coordination between the APD and the AACOSO will be governed by **Section E** (on Hostage/Barricade/Extraordinary Police Incidents) of the Memorandum of Understanding.

G. ON COURTS

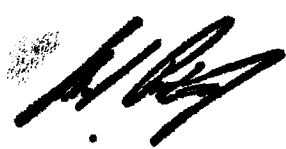
Within the jurisdictional boundaries of Annapolis, Maryland, the primary law enforcement agency regarding the protection of the Anne Arundel County Circuit Court judicial authorities and facilities, and generally the service of judicial orders, which includes

criminal and civil processes, writs, warrants, and other court orders, is the AACOSO. The exception to this rule are judicial orders in which the APD maintains a material and vested interest (e.g., Maryland District Court arrest warrants where the investigating / charging official is an APD officer). The APD will also provide “back-up” officer service, follow-up investigations, and extraordinary police incident control as agreed to above.

VI. MODIFICATION OR TERMINATION OF AGREEMENT

This agreement shall not be modified, amended, or changed in any manner except upon expressed written agreement of the parties hereto. This agreement may be terminated at any time upon written notice to the other party hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.



Michael A. Pristoop, Acting Chief of Police
Annapolis, Maryland



Ronald S. Bateman, Sheriff
Anne Arundel County, Maryland

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANNAPOLIS POLICE DEPARTMENT
AND
THE ANNE ARUNDEL COUNTY SHERIFF'S OFFICE

THE MEMORANDUM OF UNDERSTANDING which was entered into this 11/14/08
day of May, 2008 by and between the **ANNAPOLIS POLICE DEPARTMENT** and
the **ANNE ARUNDEL COUNTY SHERIFF'S OFFICE** is hereby amended to include:

Whereas, the APD in the event of a mass arrest situation or in the event that the Annapolis Police Department reaches a maximum capacity in the cell block area the department would request the use of the holding facility of the AACOSO.

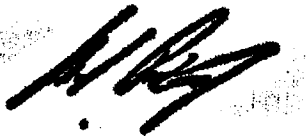
Whereas, the APD would provide the staffing for the processing of the arrestees until such time as there is no longer a need for the holding facility of the AACOSO. All equipment needed to process the arrestees would be supplied by the APD.

Whereas, the APD would be responsible for costs related to the APD use of the holding facility of the AACOSO.

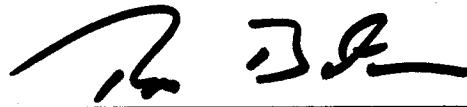
I. REQUESTING FACILITY USE

When the APD plans for a mass arrest situation or other situations requiring the use of the AACOSO holding facility, the Commander of the Operations Division or his/her designee will contact the Chief Deputy of the AACOSO in order to give the AACOSO as much notice as possible to prepare for the use of their holding facility. In an event of an emergency and the need for additional

holding facilities are required, the Commander of the Operations Division or his/her designee will contact the Chief Deputy of the AACOSO. If the APD All Hazards Plan is in effect, the request for the use of the holding area will come through the Emergency Operations Center.



Michael A. Pristoop, Acting Chief of Police
Annapolis, Maryland



Ronald S. Bateman, Sheriff
Anne Arundel County, Maryland