

COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND

EMERGENCY LEGISLATIVE BILL #2020-1

INTRODUCED BY: COMMISSIONERS PORTER, FRANKLIN, AND
LEVENGOOD

INTRODUCED ON: JULY 7, 2020

ATTEST:



LARRY C. PORTER, PRESIDENT

PUBLIC HEARING: JULY 21, 2020 BEGINNING AT 9:00 AM
HEARING WILL BE HELD OPEN UNTIL AUGUST 4, 2020
AT 9:00 AM

Hearing to be held via Zoom Conferencing. Only written testimony will be accepted. To submit, email info@carolinemd.org; visit <http://bit.ly/ccmdtestimony>, or mail to 109 Market Street, Room 123, Denton, MD 21629.

To participate in the hearing join online at <https://zoom.us/j/300062187> or by phone toll free at (888) 475-4499. Webinar ID: 300 062 187

THIRD READING: AUGUST 4, 2020

ENACTED: AUGUST 4, 2020

EFFECTIVE: AUGUST 4, 2020

Chapter 21 – Law Enforcement – Mutual Aid Agreements – Repeal, Reorganization, Addition

AN Emergency Act concerning law enforcement mutual aid agreements;
FOR the purpose of reorganizing the Chapter authorizing the County Commissioners of Caroline County and Caroline County Sheriff to enter into law enforcement mutual aid agreements;

BY repealing in its entirety Section 21-1 through 21-3 and

BY reenacting new Section 21-1 through 21-3 and

BY adding to Chapter 21 new Section 21-4 through 21-6 to the Code of Public Local Laws of Caroline County, Maryland.

WHEREAS, the County Commissioners of Caroline County, Maryland (the "County Commissioners") are authorized under Article XI-F of the Maryland Constitution and § 9-308 of the Local Government Article of the Annotated Code of Maryland (the "Local Government Article") to adopt public local laws in general;

WHEREAS, the County Commissioners are specifically authorized by §2-105 of the Criminal Procedure Article of the Annotated Code of Maryland (the "Criminal Procedure Article") to determine the circumstances under which the police officers and other officers, agents, and employees of the county, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county to any place within or outside the State and to make reciprocal agreements to establish and carry out a plan to provide mutual aid in furtherance of this authority;

WHEREAS, the County Commissioners have determined that the existing Chapter 21 of the Code of Public Local Laws of Caroline County, Maryland (the "County Code") should be reorganized in order to accommodate additional law enforcement mutual aid agreements;

WHEREAS, the County Commissioners have determined this Bill is necessary and appropriate to protect and improve the general health, safety, and welfare of the County and its residents;

WHEREAS, the County Commissioners have determined that if a need for a mutual aid agreement is identified, that it is in the interest of the general health, safety, and welfare of the residents of the County and its residents that such an agreement be entered into as quickly as lawfully permitted;

WHEREAS, the County Commissioners have declared this Bill to be an Emergency Bill;

WHEREAS, this Bill may also be known by its short title "Chapter 21 – Law Enforcement – Mutual Aid Agreements – Repeal, Reorganization, Addition."

NOW, THEREFORE, be it enacted by the County Commissioners of Caroline County, Maryland, that:

SECTION 1. Chapter 21 of the Code of Public Local Laws of Caroline County, Maryland is hereby repealed in its entirety as follows:

~~Chapter 21. Law Enforcement~~

~~Article I. Regional Law Enforcement Compact~~

~~§ 21-1. Findings.~~

~~WHEREAS, the County Commissioners of Caroline County (the "County Commissioners") are authorized by Maryland law, through the Criminal Procedure Article, §§ 2-102 and 2-105, of the Annotated Code of Maryland, to provide for the use of interagency police services in the form of a Regional Law Enforcement Compact, which may also be referred to as a "Mutual Aid Agreement"; and~~

~~WHEREAS, any Mutual Aid Agreement authorized by the County Commissioners requires action in the regular routine for legislative enactment; and~~

~~WHEREAS, the County Commissioners may determine the circumstances under which the Sheriff's police officers and other officers, agents, and employees of the County, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the County to any place within or outside the state; and~~

~~WHEREAS, the acts done by the Sheriff or other officers, agents, or employees of the County under the authority of the Mutual Aid Agreement, and the expenditures made by the County, are considered to be for a public and governmental purpose;~~

~~WHEREAS, the County, acting through its Sheriff's officers or other officers, agents, or employees for a public or governmental purpose beyond its boundaries under a Mutual Aid Agreement, or other lawful authority, has the same immunities from liability that the County has when acting through its Sheriff's officers or other officers, agents, or employees for a public or governmental purpose within its boundaries; and~~

~~WHEREAS, the parties to the Mutual Aid Agreement herein authorized shall have the same immunity from liability described in § 5-612 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as those persons have while performing their duties within the boundaries of the County or town; and~~

~~WHEREAS, the Sheriff's officers and other officers, agents, and employees coming from the County or from one town to another under the Mutual Aid Agreement herein authorized, may enforce the laws to the same extent as authorized law enforcement officers of Caroline County or the town;~~

~~WHEREAS, the parties to the Mutual Aid Agreement waive any and all claims that are against the other parties to the Agreement and that may arise out of their activities outside their respective jurisdictions under the agreement; and~~

~~WHEREAS, to extent permitted by law, the parties to the Mutual Aid Agreement indemnify and hold harmless the other parties to the agreement from all claims by third parties for property damage or personal injury and that may arise out of the activities of the other parties to the Agreement outside their respective jurisdictions under the Agreement; and~~

~~WHEREAS, the parties to the Mutual Aid Agreement have authorized said Agreement in full compliance with state law requiring action in the regular routine for legislative enactment; and~~

~~WHEREAS, the County Commissioners have determined that it is in the best interests of Caroline County and its citizens to add Chapter 21, Law Enforcement, to the Code of Public Local Laws of Caroline County, Maryland authorizing a Regional Law Enforcement Compact, otherwise known as the "Mutual Aid Agreement."~~

~~NOW, THEREFORE, be it enacted by the County Commissioners of Caroline County, Maryland, that:~~

~~§ 21-2. Adoption; modification.~~

~~The Regional Law Enforcement Compact Among and Between the Town of Denton, the Town of Ridgely, the Town of Federalsburg, the Town of Greensboro, the Town of Preston, and the Caroline County Sheriff's Office of Caroline County, Maryland is attached hereto, incorporated herein, and is hereby adopted as presented and as may be modified time to time pursuant to the Annual Review required by Paragraph 13 of the Agreement.~~

~~§ 21-3. Severability.~~

~~The provisions of this article are declared to be severable. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the same shall be deemed separate, distinct, and independent from, and such holding shall not affect the validity of, the remaining portions of this article, it being the intent of the County that this article shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.~~

SECTION 2. Chapter 21 of the Code of Public Local Laws of Caroline County is hereby reenacted as follows.

Chapter 21. Law Enforcement

Article I. Mutual Aid Agreements.

§ 21-1. Authority.

- A. The County Commissioners are authorized by Maryland law, through the Criminal Procedure Article, §§ 2-102 and 2-105, of the Annotated Code of Maryland, to:
 1. Provide for the use of interagency police services in the form of a Regional Law Enforcement Compact, which may also be referred to as a "Mutual Aid Agreement" in the regular routine for legislative enactment.
 2. Determine the circumstances under which the Sheriff's police officers and other officers, agents, and employees of the County, together with all necessary

equipment, may lawfully go or be sent beyond the boundaries of the County to any place within or outside the state.

- B. The Sheriff's officers and other officers, agents, and employees coming from one County to another or from one municipal corporation to another under a Mutual Aid Agreement herein authorized, may enforce the laws to the same extent as authorized law enforcement officers of Caroline County or the town.
- C. Acts done by the Sheriff or other officers, agents, or employees of the County under the authority of a Mutual Aid Agreement, and the expenditures made by the County, are considered to be for a public and governmental purpose.
- D. The County Commissioners have determined that Mutual Aid Agreements are in the interest of the general health, safety, and welfare of the residents of the County. Because such Agreements facilitate vital sharing of public safety resources and set forth the terms for assistance, the County Commissioners deem that any legislation to authorize a Mutual Aid Agreement shall be considered Emergency Legislation.

§ 21-2. Immunity.

- A. The County, acting through its Sheriff's officers or other officers, agents, or employees for a public or governmental purpose beyond its boundaries under a Mutual Aid Agreement authorized by this Chapter, or other lawful authority, has the same immunities from liability that the County and or municipal corporation has when acting through its Sheriff's officers, police departments or other officers, agents, or employees for a public or governmental purpose within its boundaries.
- B. Parties to any Mutual Aid Agreement authorized by the Chapter shall have the same immunity from liability described in § 5-612 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits as those persons have while performing their duties within the boundaries of the county or municipal corporation.
- C. Parties to any Mutual Aid Agreement authorized under this Chapter waive any and all claims against all other parties to any such Agreement and that may arise out of their activities outside their respective jurisdictions under such Agreements.
- D. To the extent permitted by law, the parties to any Mutual Aid Agreement authorized under this Chapter indemnify and hold harmless the other parties to any such Agreement from all claims by third parties for property damage or personal injury and that may arise out of the activities of the other parties to the Agreement outside their respective jurisdictions under the Agreement

§ 21-3. Severability.

The provisions of this any Mutual Aid Agreement authorized under this Chapter are declared to be severable. If any section, subsection, sentence, clause, phrase, or portion of such Agreements are for any reason held invalid or unconstitutional by any court of competent jurisdiction, the same shall be deemed separate, distinct, and independent from, and such holding shall not affect the validity of, the remaining portions of such Agreements, it being the intent of the County that any Agreement authorized under this Chapter shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

§ 21-4. Reserved.

§ 21-5. Reserved.

§ 21-6. Mutual Aid Agreements Authorized.

- A. The Regional Law Enforcement Compact Among and Between the Town of Denton, the Town of Ridgely, the Town of Federalsburg, the Town of Greensboro, the Town of Preston, and the Caroline County Sheriff's Office of Caroline County, Maryland is attached hereto, incorporated herein, and is hereby adopted as presented and as may be modified time to time pursuant to the Annual Review required by Paragraph 13 of the Agreement.

SECTION 3. The Recitals to this Bill are incorporated herein and deemed a substantive part of this Bill.

SECTION 4. The provisions of this Bill are declared to be severable. If any section, subsection, sentence, clause, phrase, or portion of this Bill is for any reason held invalid or unconstitutional by any court or competent jurisdiction, the same shall be deemed separate, distinct, and independent from, and such holding shall not affect the validity of, the remaining portions of this Bill, it being the intent of the County that this Bill shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

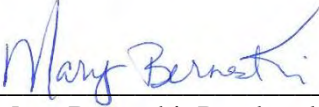
SECTION 5. The Publishers of the Code of Public Local Laws of Caroline County, Maryland (the "Code") in consultation with and subject to the approval of the County shall make non-substantive corrections to codification, style, capitalization, punctuation, grammar, spelling, organization, and any internal or external reference or citations to the Code that is incorrect or obsolete, with no further action required by the County Commissioners. All such corrections shall be adequately referenced and described in the editor's note following the section affected.

SECTION 6. The title of this Bill, or a condensed version thereof, shall be deemed to be, and is, a fair summary of this Bill for publication and all other purposes.

SECTION 7. This Bill shall take effect on August 4,_____, 2020.

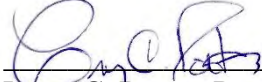
Enacted this 4th day of _____, 2020.

ATTEST:



Mary Berneski, Paralegal

**COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND**



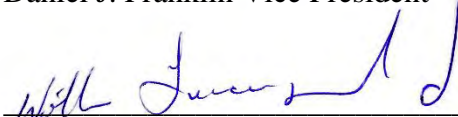
Larry C. Porter, President

(SEAL)





Daniel J. Franklin Vice President



Wilbur Levensood, Jr., Commissioner