

COUNTY COUNCIL
OF
TALBOT COUNTY, MARYLAND

2021 Legislative Session, Legislative Day No.: January 26, 2021

Bill No.: 1470

Expiration Date: April 1, 2021

Introduced by: Mr. Callahan, Mr. Divilio, Mr. Lesher, Mr. Pack, Ms. Price

A BILL TO APPROVE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT BY AND BETWEEN TALBOT COUNTY, MARYLAND; WICOMICO COUNTY, MARYLAND; SOMERSET COUNTY, MARYLAND; WORCESTER COUNTY, MARYLAND; DORCHESTER COUNTY, MARYLAND; CAROLINE COUNTY, MARYLAND; QUEEN ANNE'S COUNTY, MARYLAND; KENT COUNTY, MARYLAND; AND, CECIL COUNTY, MARYLAND; AND, EACH OF THE SHERIFFS FOR THE FOREGOING JURISDICTIONS, PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE, MARYLAND ANNOTATED CODE

By the Council: January 26, 2021

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, February 23, 2021 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 N. Washington St., Easton, Maryland 21601.

By order:

Susan W. Moran

A BILL TO APPROVE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT BY AND BETWEEN TALBOT COUNTY, MARYLAND; WICOMICO COUNTY, MARYLAND; SOMERSET COUNTY, MARYLAND; WORCESTER COUNTY, MARYLAND; DORCHESTER COUNTY, MARYLAND; CAROLINE COUNTY, MARYLAND; QUEEN ANNE'S COUNTY, MARYLAND; KENT COUNTY, MARYLAND; AND, CECIL COUNTY, MARYLAND; AND, EACH OF THE SHERIFFS FOR THE FOREGOING JURISDICTIONS, PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE, MARYLAND ANNOTATED CODE

WHEREAS, Section 2-105 of the Criminal Procedure Article authorizes the governing body of a county 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 or municipal corporation to any place within or outside the State; and,

WHEREAS, Section 2-105 of the Criminal Procedure Article further provides that a county may enter into mutual aid agreements with other counties 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, to assist other counties and to receive assistance; and,

WHEREAS, the County Council of Talbot County has determined that entering into a mutual aid agreement with the Talbot County Sheriff and the governing bodies of the other counties on Maryland's Eastern Shore and their respective Sheriffs pursuant to Section 2-105 of the Criminal Procedure Article will promote the health, safety, and welfare of the citizens of Talbot County.

NOW, THEREFORE, BE IT ENACTED, by the County Council of Talbot County, Maryland that:

SECTION ONE: The above recitals are hereby incorporated as if fully set forth herein.

SECTION TWO: The terms of the Mutual Aid Agreement, attached hereto as Exhibit "A" and incorporated by reference herein, shall be and are hereby APPROVED.

SECTION THREE: The President of the Talbot County Council is hereby authorized and directed to execute the Mutual Aid Agreement on behalf of Talbot County, Maryland.

SECTION FOUR: BE IT FURTHER ENACTED, that any changes to the Mutual Aid Agreement shall be adopted by Talbot County by bill duly adopted in accordance with the requirements of Criminal Procedure Article § 2-105, Md. Code Ann., as amended, modified, or recodified from time to time.

SECTION FIVE: BE IT FURTHER ENACTED, that this Bill and the Mutual Aid Agreement hereby shall supersede and replace any previous bills or agreements dealing with the

same subject matter, including, without limitation, Talbot County Bill 1237 and the mutual aid agreement contemplated therein.

SECTION SIX: BE IT FURTHER ENACTED, that the title and a summary of this Bill shall be published once on the first publication date after enactment of the Bill in accordance with County Charter § 213 (c). The title is not a substantive part of this Bill. If the Bill is amended, the title may be administratively revised if required to conform the title to the content of the Bill as finally enacted.

SECTION SEVEN: BE IT FURTHER ENACTED, that if any provision of this Bill or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Bill which can be given effect without the invalid provision or application, and for this purpose the provisions of this Bill are declared severable.

SECTION EIGHT: BE IT FURTHER ENACTED, that the Publishers of the Talbot County Code or the Talbot County Office of Law, in consultation with and subject to the approval of the County Manager, shall make non-substantive corrections to codification, style, capitalization, punctuation, grammar, spelling, and any internal or external reference or citations to the Code that are incorrect or obsolete, with no further action required by the County Council. All such corrections shall be adequately referenced and described in the editor's note following the section affected.

SECTION NINE: AND BE IT FURTHER ENACTED, that this Bill shall take effect sixty (60) days from the date of its passage. The Mutual Aid Agreement shall become effective after having been duly adopted by the respective counties in their regular routine for legislation enactment and upon execution by the respective counties and sheriffs.

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Resolution No. 1470 having been published, a public hearing was held on Tuesday, February 23, 2021 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

BY THE COUNCIL

Read the third time.

ENACTED: February 23, 2021

By Order Susan W. Moran
Secretary

Callahan	-	Aye
Divilio	-	Aye
Leshner	-	Aye
Price	-	Aye
Pack	-	Aye

EFFECTIVE DATE: April 24, 2021

MUTUAL AID AGREEMENT

BETWEEN

**WICOMICO COUNTY, MARYLAND,
THE SHERIFF OF WICOMICO COUNTY, MARYLAND**

AND

**SOMERSET COUNTY, MARYLAND,
THE SHERIFF OF SOMERSET COUNTY, MARYLAND**

AND

**WORCESTER COUNTY, MARYLAND,
THE SHERIFF OF WORCESTER COUNTY, MARYLAND**

AND

**DORCHESTER COUNTY, MARYLAND,
THE SHERIFF OF DORCHESTER COUNTY, MARYLAND**

AND

**TALBOT COUNTY, MARYLAND,
THE SHERIFF OF TALBOT COUNTY, MARYLAND**

AND

**CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND**

AND

**QUEEN ANNE'S COUNTY, MARYLAND,
THE SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND**

AND

**KENT COUNTY, MARYLAND,
THE SHERIFF OF KENT COUNTY, MARYLAND**

AND

**CECIL COUNTY, MARYLAND,
THE SHERIFF OF CECIL COUNTY, MARYLAND**

THIS MUTUAL AID AGREEMENT, made this the ____ day of _____, 2021, by and between **WICOMICO COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF WICOMICO COUNTY, MARYLAND** and the **COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**, (collectively, "**Wicomico County**"), and the **SHERIFF OF WICOMICO COUNTY**, a State Constitutional Officer, ("**Wicomico Sheriff**"), and;

WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, (collectively, "**Worcester County**"), and the **SHERIFF OF WORCESTER COUNTY**, a State Constitutional Officer, ("**Worcester Sheriff**"), and;

SOMERSET COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **BOARD OF COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND**, (collectively, "**Somerset County**"), and the **SHERIFF OF SOMERSET COUNTY**, a State Constitutional Officer, ("**Somerset Sheriff**"), and

DORCHESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COUNCIL OF DORCHESTER COUNTY, MARYLAND**, (collectively, "**Dorchester County**"), and the **SHERIFF OF DORCHESTER COUNTY**, a State Constitutional Officer, ("**Dorchester Sheriff**"), and;

TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COUNCIL OF TALBOT COUNTY, MARYLAND**, (collectively, "**Talbot County**"), and the **SHERIFF OF TALBOT COUNTY**, a State Constitutional Officer, ("**Talbot Sheriff**"), and;

CAROLINE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, (collectively, "**Caroline County**"), and the **SHERIFF OF CAROLINE COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

QUEEN ANNE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **BOARD OF COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, (collectively, "**Queen Anne's County**"), and the **SHERIFF OF QUEEN ANNE'S COUNTY**, a State Constitutional Officer, ("**Queen Anne's Sheriff**"), and;

KENT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**, (collectively, "**Kent County**"), and the **SHERIFF OF KENT COUNTY**, a State Constitutional Officer, ("**Kent Sheriff**"), and;

CECIL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF CECIL COUNTY, MARYLAND** and the **COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, (collectively, "**Cecil County**"), and the **SHERIFF OF CECIL COUNTY**, a State Constitutional Officer, ("**Cecil Sheriff**"),

(Collectively each aforementioned corporate and politic of the State of Maryland and Sheriff herein referred to as **the “Parties”**.)

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

WHEREAS, these agencies experience similar law enforcement problems; and

WHEREAS, all law enforcement officers, (hereinafter sometimes called “police” or “officers”), are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission and are certified pursuant to Md. Code Ann., §3-209, *et seq.*, Public Safety Article; and

WHEREAS, police officials of each jurisdiction are aware that from time to time situations have developed at locations and times in other jurisdictions when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, Wicomico County and Wicomico Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne’s County and Queen Anne’s Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Md. Code Ann., § 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the PARTIES do hereby agree as follows:

1. Whenever, in the judgment of the **Wicomico Sheriff, Somerset Sheriff, Worcester Sheriff, Dorchester Sheriff, Talbot Sheriff, Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff** or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriffs or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary

herein, this Agreement shall not be construed to authorize any Sheriff to “deputize” the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

2. When this Agreement is triggered and while any County police officer traverses while on official duty, any highway, road, street, or alley in the other jurisdiction and observes any crime in progress, the police officer is authorized to act as a police officer pursuant to this Agreement.
3. The term “situation,” as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including, but not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a national disaster, an accident or other circumstance where prompt police action requiring more than one officer or specialized equipment is required.
4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, *et seq.*, Criminal Procedure Article, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.
5. Pursuant to Md. Code Ann., § 2-105(c), *et seq.*, Criminal Procedure Article, the Parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, or other officers, agents, or employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose.

6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.
7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the state in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.
8. The Parties to this Agreement shall be responsible for the workers' compensation and death claims of its own employees that may arise out of its employees' activities outside their respective jurisdictions under the Agreement.
9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.

10. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, each of the Parties to this Agreement agree:
 - (a) To 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
 - (b) To indemnify and hold harmless the Parties to the Agreement from all claims by third parties that are 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.
11. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity or limited liability, which may be claimed as set forth in Md. Code Ann., § 5-639, Courts and Judicial Proceedings Article, and Md. Code Ann., § 12-101, *et seq.*, State Government Article. Nothing contained in this Agreement shall be construed to waive, in part or in whole, any immunity (statutory, common law or other) enjoyed by any Party hereto or by any officer, agent or employee of any such Party. This Agreement does not purport 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.
12. The Parties agree to cooperate fully with each other in the defense of claims, pursuant to the indemnifications of Paragraph 10(b). This cooperation will include the following:

- (a) Prompt notification to the other Party of any accident, incident or enforcement action resulting in personal injury, property damage, or having the potential for liability;
 - (b) Permit a Party to this Agreement to conduct a parallel independent investigation of any accident or incident;
 - (c) Make reports, records, and equipment available for purposes of the defense of any claim or suit.
13. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, all personnel provided by the other jurisdiction shall report to the senior ranking commissioned police officer of the jurisdiction requesting aid.
14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.
15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.
16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a

Party to this Agreement, an addendum to this Agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.

17. Copies of this Agreement will be provided to the Parties and the Office of the State's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for the State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.
18. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.
19. This Agreement shall be governed by the laws of the State of Maryland.

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____

(NAME)

Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

By: _____

Mike Lewis

Sheriff of Wicomico County

APPROVED:

**COUNTY COUNCIL OF WICOMICO
COUNTY**

By: (NAME), Council President

Reviewed for form and legal sufficiency and approved for execution this the ____
day of _____, 2021.

(NAME)
County Attorney

CECIL COUNTY, MARYLAND

WITNESS/ATTEST

CECIL COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Scott Adams
Sheriff of Cecil County

APPROVED:

COUNTY COUNCIL OF CECIL COUNTY

By: (NAME), Council President

Reviewed for form and legal sufficiency and approved for execution this the ____
day of _____, 2021.

(NAME)
County Attorney

KENT COUNTY, MARYLAND

WITNESS/ATTEST

KENT COUNTY, MARYLAND

By: _____

(NAME)

County Administrator

SHERIFF OF CECIL COUNTY

By: _____

Buck Price

Sheriff of Kent County

APPROVED:

**BOARD OF COUNTY COMMISSIONERS OF
KENT COUNTY**

By: (NAME), President - Board of Commissioners

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)

County Attorney

QUEEN ANNE'S COUNTY, MARYLAND

WITNESS/ATTEST

QUEEN ANNE'S COUNTY, MARYLAND

By: _____
(NAME)
County Administrator

SHERIFF OF QUEEN ANNE'S COUNTY

By: _____
Gary Hofmann
Sheriff of Queen Anne's County

APPROVED:

**COMMISSIONERS OF QUEEN ANNE'S
COUNTY**

By: (NAME), President – Board of Commissioners

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney

CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

CAROLINE COUNTY, MARYLAND

By: _____
(NAME)
County Administrator

SHERIFF OF CAROLINE COUNTY

By: _____
Randy Bounds
Sheriff of Caroline County

APPROVED:

**COMMISSIONERS OF CAROLINE
COUNTY**

By: (NAME), President – Board of Commissioners

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney

TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

TALBOT COUNTY, MARYLAND

By: _____
(NAME)
County Manager

SHERIFF OF CECIL COUNTY

By: _____
Joseph Gamble
Sheriff of Talbot County

APPROVED:

COUNTY COUNCIL OF TALBOT COUNTY

By: (NAME), Council President

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney

DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

DORCHESTER COUNTY, MARYLAND

By: _____
(NAME)
County Manager

SHERIFF OF DORCHESTER COUNTY

By: _____
James Phillips Jr.
Sheriff of Dorchester County

APPROVED:

**COUNTY COUNCIL OF DORCHESTER
COUNTY**

By: (NAME), Council President

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney

WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

WORCESTER COUNTY, MARYLAND

By: _____
(NAME)
Chief Administrative Officer

SHERIFF OF WORCESTER COUNTY

By: _____
Matthew Crisafulli
Sheriff of Worcester County

APPROVED:

**BOARD OF COUNTY COMMISSIONERS
OF WORCESTER COUNTY**

By: (NAME), President - Board of Commissioners

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney

SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

SOMERSET COUNTY, MARYLAND

By: _____
(NAME)
County Administrator

SHERIFF OF SOMERSET COUNTY

By: _____
Ronnie Howard
Sheriff of Somerset County

APPROVED:

**BOARD OF COUNTY COMMISSIONERS
OF SOMERSET COUNTY**

By: (NAME), Council – Board of Commissioners

Reviewed for form and legal sufficiency and approved for execution this the _____
day of _____, 2021.

(NAME)
County Attorney