

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 Legislative Session

Legislative Day No. 13

RESOLUTION NO. 46-2020

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE AND COUNTY COUNCIL PRESIDENT TO EXECUTE, ON BEHALF OF WICOMICO COUNTY, A MUTUAL AID AGREEMENT BETWEEN WICOMICO COUNTY, MARYLAND AND ALL GOVERNING BODIES AND SHERIFFS ON THE EASTERN SHORE OF MARYLAND, TO PROVIDE MUTUAL AID AND SUPPORT BETWEEN EACH SHERIFF DEPARTMENT IN CERTAIN SITUATIONS.

WHEREAS, Maryland Criminal Procedure Code, Section 2-105 provides authority for Counties and Sheriff's Departments to enter into Mutual Aid arrangements in the event the situation arises which requires additional police personnel or equipment; and

WHEREAS, the County Executive has determined that it is in the best interest of the citizens of Wicomico County to enter into a Mutual Aid Agreement with the governmental bodies and sheriff departments of the other Eastern Shore of Maryland Counties; and

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the County Executive and Council President are authorized to execute, on behalf of Wicomico County, a Mutual Aid Agreement with the County Commissioners of Worcester County, Maryland, and the Sheriff of Worcester County; the County Commissioners of Somerset County, Maryland, and the Sheriff of Somerset County; Council Members of Dorchester County, Maryland, and the Sheriff of Dorchester County; the Council Members of Talbot County, Maryland, and the Sheriff of Talbot County; the County Commissioners of Caroline County, Maryland, and the Sheriff of Caroline County; the County Commissioners of Queen Anne's County, Maryland, and the Sheriff of Queen Anne's County; the County Commissioners of Kent County, Maryland, and the Sheriff of Kent County; the County Executive of Cecil County, Maryland, and the Sheriff of Cecil County, and the County Council of Cecil County, Maryland, in substantially the form attached hereto as Exhibit "A" effective upon the adoption of this Resolution.

DONE at Salisbury, Maryland this 16th day of June, 2020.

ATTEST:

Laura Hurley, Council Administrator

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND Larry W. Dodd, Council President

CERTIFICATION

THIS RESOLUTION was Adopted, Adopted with Amendments, Failed, Withdrawn by the County Council on, 2020

Certified by Laura Hurley, Council Administrator

**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**

**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 _____, 2020, 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**”), 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 **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, (collectively, “**Worcester County**”), 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 **COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND**, (collectively, “**Somerset County**”), 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 **COUNCIL MEMBERS OF DORCHESTER COUNTY, MARYLAND**, (collectively, “**Dorchester County**”), 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 **COUNCIL MEMBERS OF TALBOT COUNTY, MARYLAND**, (collectively, “**Talbot County**”), 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 **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, (collectively, "**Caroline County**"), 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 **COUNTY COMMISSIONERS OF QUEEN'S ANNE COUNTY, MARYLAND**, (collectively, "**Queen Anne's County**"), the **SHERIFF OF QUEEN ANNE'S COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

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

(Collectively each aforementioned corporate and politic of the State 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. Pub. Safety Code Ann. §3-209, *et seq.*; and

WHEREAS, police officials of both jurisdictions are aware from time to time situations have developed at locations and times in either jurisdiction 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 County 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. Criminal Procedure Code Ann. § 2-105, 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, 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 Sheriff's 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. Criminal Procedure Code Ann. §2-101, 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. Criminal Procedure Code Ann. § 2-301, *et seq.*, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.
5. Pursuant to Md. Criminal Procedure Code Ann. § 2-105(c), *et seq.*, 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 the jurisdictions 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. —

~~8.7.~~ Pursuant to Md. Criminal Procedure Code Ann. § 2-105(c)(3), 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 §5-612 of the Courts 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.

~~9.8.~~ **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.

~~10.9.~~ 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.

~~11.10.~~ Pursuant to Md. Criminal Procedure Code Ann. § 2-105, *et seq.*, 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 Section 5-639 of the Courts and Judicial Proceedings Article, and Section 12-101, *et seq.*, of the State Government Article of the Annotated Code of Maryland. 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. Criminal Procedure Code Ann. § 2-105, *et seq.*, 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 Police Mutual Aid 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.

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 of **The Parties** jurisdictions 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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

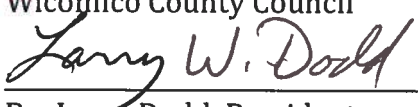
WITNESS/ATTEST

By: _____
Bob Culver
Wicomico County Executive

WICOMICO COUNTY, MARYLAND
By: _____
Bob Culver
Wicomico County Executive

SHERIFF OF WICOMICO COUNTY
By: _____
Mike Lewis

Reviewed for form and legal sufficiency and approved for execution this the ___ day of _____, 2020.

Bob Taylor
Council Attorney

APPROVED:
Wicomico County Council

By: Larry Dodd, President