

COUNTY COUNCIL
OF
TALBOT COUNTY, MARYLAND

2013 Legislative Session, Legislative Day No. : May 14, 2013

Bill No.: 1237

Expiration Date: July 18, 2013

Introduced by: Mr. Duncan, Mr. Hollis, Ms. Price

A BILL TO APPROVE AGREEMENTS BETWEEN TALBOT COUNTY AND DORCHESTER COUNTY, CAROLINE COUNTY, KENT COUNTY, QUEEN ANNE'S COUNTY, WICOMICO COUNTY, WORCESTER COUNTY, AND SOMERSET COUNTY RESPECTIVELY, FOR MUTUAL AID BETWEEN THE RESPECTIVE SHERIFFS' OFFICES

By the Council: May 14, 2013

Introduced, read first time, ordered posted, and public hearing scheduled on Tuesday, June 11, 2013 at 2:00 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

By Order



Susan W. Moran, Secretary

A BILL TO APPROVE AGREEMENTS BETWEEN TALBOT COUNTY AND DORCHESTER COUNTY, CAROLINE COUNTY, KENT COUNTY, QUEEN ANNE'S COUNTY, WICOMICO COUNTY, WORCESTER COUNTY, AND SOMERSET COUNTY RESPECTIVELY, FOR MUTUAL AID BETWEEN THE RESPECTIVE SHERIFFS' OFFICES

KEY	
Boldface	Heading or defined term.
<u>Underlining</u>	Added to existing law by original bill.
Strikethrough	Deleted from existing law by original bill.
<u>Double underlining</u>	Added to bill by amendment.
Double-strikethrough	Deleted from bill by amendment.
* * *	Existing law unaffected.

SECTION ONE: BE IT ENACTED BY THE COUNTY COUNCIL OF TALBOT COUNTY, MARYLAND, that

1 WHEREAS, it is in the public interest that law enforcement agencies throughout the State
2 of Maryland cooperate to the greatest extent possible to provide prompt, effective and
3 professional law enforcement services; and,
4

5 WHEREAS, the Federal and State governments encourage law enforcement agencies to
6 employ regional approaches to public safety planning, preparedness and response to public
7 safety needs; and,
8

9 WHEREAS, the Sheriffs and Sheriff's deputies in Talbot County, Caroline County,
10 Dorchester County, Kent County, Queen Anne's County, Wicomico County, Worcester County,
11 and Somerset County are uniformly trained and certified in current law enforcement techniques
12 and have completed a course of training prescribed by the Maryland Police and Correctional
13 Training Commission pursuant to Maryland law; and,
14

15 WHEREAS, all parties are aware that from time to time both emergency and non-
16 emergency situations can develop at locations and times in any jurisdiction when sufficient law
17 enforcement resources are not immediately available to enable law enforcement officers to
18 render prompt, effective and professional services to the public; for this reason law enforcement
19 agencies enter into joint law-enforcement initiatives to include task forces and regional multi-
20 jurisdictional crime fighting concepts; and,

21 WHEREAS, the Talbot County Sheriff's Office and Talbot County desire to assure that,
22 to the extent that police resources are available, prompt, effective, and professional police
23 services are readily available to the public; and,
24

25 WHEREAS, Maryland law authorizes the county governing body to enter into mutual aid
26 agreements with other counties in accordance with the requirements of Criminal Procedure
27 Article §§ 2-102, 2-103, and 2-105, Md. Ann. Code.
28

29 NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF TALBOT
30 COUNTY, MARYLAND, that:
31

32 SECTION 1. Talbot County hereby approves the proposed Mutual Aid Agreements (the
33 "Agreement" or "Agreements") attached hereto, respectively, as Exhibit "A," (Dorchester
34 County) "B," (Caroline County) "C," (Kent County) "D," (Queen Anne's County) "E",
35 (Wicomico County), "F" (Worcester County), and "G" (Somerset County) which are
36 incorporated by reference herein.

37 SECTION 2. Talbot County hereby finds and declares that the attached Agreements
38 accurately determine and establish circumstances under which the Talbot County Sheriff may
39 lawfully send deputies, together with all necessary equipment, beyond the boundaries of Talbot
40 County to any place within the respective counties who are or who become parties to the
41 attached Agreements, and to in turn make requests for same resources from the counties in these
42 agreements.

43 SECTION 3. As a condition of entering into these reciprocal Agreements, each party
44 shall (1) waive any and all claims that: (i) are against other parties to the Agreement, and (ii) that
45 may arise out of their activities outside their respective jurisdictions under the Agreement; and,
46 (2) indemnify and hold harmless the other parties to the Agreement from all claims by third
47 parties that are for property damage or personal injury and that may arise out of the activities of
48 the other parties to the Agreement outside their respective jurisdictions under the Agreement, as
49 required by Criminal Procedure Article § 2-105 (e) (2), Md. Ann. Code, as modified, amended,
50 or recodified from time to time.

51 SECTION 4. Any changes to any Agreement shall be adopted by Talbot County by bill
52 duly adopted in accordance with the requirements of Criminal Procedure Article § 2-105 (b),
53 Md. Ann. Code, as modified, amended, or recodified from time to time.

54 SECTION 5. BE IT FURTHER ENACTED, that the title and a summary of this Bill
55 shall be published once on the first publication date after enactment of the Bill in accordance
56 with County Charter § 213 (c). The title is not a substantive part of this Bill. If the Bill is
57 amended, the title may be administratively revised if required to conform the title to the content
58 of the Bill as finally enacted.

59 SECTION 6. AND BE IT FURTHER ENACTED, That if any provision of this
60 Ordinance or the application thereof to any person or circumstance is held invalid for any reason
61 in a court of competent jurisdiction, the invalidity does not affect other provisions or any other

62 application of this Ordinance which can be given effect without the invalid provision or
63 application, and for this purpose the provisions of this Ordinance are declared severable.

64 SECTION 7. AND BE IT FURTHER ENACTED, that the Publishers of the Talbot
65 County Code or the Talbot County Office of Law, in consultation with and subject to the
66 approval of the County Manager, shall make non-substantive corrections to codification, style,
67 capitalization, punctuation, grammar, spelling, and any internal or external reference or citations
68 to the Code that is incorrect or obsolete, with no further action required by the County Council.
69 All such corrections shall be adequately referenced and described in the editor's note following
70 the section affected.

71 SECTION 8. AND BE IT FURTHER ENACTED, that this ordinance shall take effect
72 sixty (60) days from the date of its passage. The respective Agreements shall become effective
73 after having been duly adopted by the respective counties in their regular routine for legislative
74 enactment and upon execution by the respective counties and sheriffs.

EXHIBIT "A"

POLICE MUTUAL AID AGREEMENT BETWEEN DORCHESTER COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Dorchester County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Dorchester County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Dorchester County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "A"

POLICE MUTUAL AID AGREEMENT BETWEEN DORCHESTER COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "A"

**POLICE MUTUAL AID AGREEMENT BETWEEN
DORCHESTER COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR DORCHESTER COUNTY, MARYLAND

Sheriff James W. Phillips, Jr.
Dorchester County Sheriff's Office

Date: _____

Mr. Jay L. Newcomb, President
Dorchester County Council

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "B"

POLICE MUTUAL AID AGREEMENT BETWEEN CAROLINE COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Caroline County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Caroline County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Caroline County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "B"

POLICE MUTUAL AID AGREEMENT BETWEEN CAROLINE COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "B"

**POLICE MUTUAL AID AGREEMENT BETWEEN
CAROLINE COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR CAROLINE COUNTY, MARYLAND

Sheriff John R. Bounds
Caroline County Sheriff's Office

Date: _____

Mr. Wilbur Levensgood, Jr. , President
Caroline County Commissioners

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "C"

POLICE MUTUAL AID AGREEMENT BETWEEN KENT COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Kent County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Kent County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Kent County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "C"

POLICE MUTUAL AID AGREEMENT BETWEEN KENT COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "C"

**POLICE MUTUAL AID AGREEMENT BETWEEN
KENT COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR KENT COUNTY, MARYLAND

Sheriff John F. Price, IV
Kent County Sheriff's Office

Date: _____

Mr. Ronald H. Fithian, President
Kent County Commissioners

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "D"

POLICE MUTUAL AID AGREEMENT BETWEEN QUEEN ANNE'S COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Queen Anne's County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Queen Anne's County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Queen Anne's County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "D"

POLICE MUTUAL AID AGREEMENT BETWEEN QUEEN ANNE'S COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "D"

**POLICE MUTUAL AID AGREEMENT BETWEEN
QUEEN ANNE'S COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR QUEEN ANNE'S COUNTY, MARYLAND

Sheriff R. Gery Hoffmann, III
Queen Anne's County Sheriff's Office

Date: _____

Mr. Steve J. Arentz, President
Queen Anne's County Commissioners

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "E"

POLICE MUTUAL AID AGREEMENT BETWEEN WICOMICO COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Wicomico County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Wicomico County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Wicomico County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "E"

POLICE MUTUAL AID AGREEMENT BETWEEN WICOMICO COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "E"

**POLICE MUTUAL AID AGREEMENT BETWEEN
WICOMICO COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR WICOMICO COUNTY, MARYLAND

Sheriff Michael A. Lewis
Wicomico County Sheriff's Office

Date: _____

Mr. Matthew R. Holloway, President
Wicomico County Council

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "F"

POLICE MUTUAL AID AGREEMENT BETWEEN WORCESTER COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Worcester County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Worcester County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Worcester County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "F"

POLICE MUTUAL AID AGREEMENT BETWEEN WORCESTER COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "F"

**POLICE MUTUAL AID AGREEMENT BETWEEN
WORCESTER COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR WORCESTER COUNTY, MARYLAND

Sheriff Reggie T. Mason, Sr.
Worcester County Sheriff's Office

Date: _____

Mr. James C. Church, President
Worcester County Commissioners

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

EXHIBIT "G"

POLICE MUTUAL AID AGREEMENT BETWEEN SOMERSET COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Purpose: The purpose of this agreement between Somerset County, Maryland and Talbot County, Maryland is to establish a basis for providing mutual law enforcement aid and assistance in emergency situations.

Background: The parties to this agreement, Somerset County, Maryland and Talbot County, Maryland, are legal jurisdictions in the State of Maryland.

The sworn deputies of both jurisdictions are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission, under the Maryland Code, Article 41-201.

The parties are aware that from time to time unusual occurrences or emergency events may arise in either jurisdiction which will require more law enforcement resources than the jurisdiction has immediately available. In those circumstances, the ability of one jurisdiction to render prompt, effective, and professional service to the public may depend upon the availability of law enforcement assistance from the other jurisdiction.

Definitions:

1. Chief Law Enforcement Officer means the Sheriff of Somerset County or the Sheriff of Talbot County. If the Chief Law Enforcement Officer is absent or unavailable, it means the Chief Law Enforcement Officer's principal assistant or another person designated to act on behalf of the Chief Law Enforcement Officer.
2. Emergency includes, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or similar circumstances, an exigent circumstance, or any act which violates the laws of Maryland or any subdivision and which requires prompt law enforcement action of more than one deputy, or the use of special equipment.

Legal Authority:

1. The authority for this agreement may be found in the Criminal Procedure (CP) Article of the Maryland Code, §2-105.
2. A deputy acting outside his or her jurisdiction under this agreement has full authority to exercise law enforcement powers under CP § 2-102 (b) (3).

EXHIBIT "G"

POLICE MUTUAL AID AGREEMENT BETWEEN SOMERSET COUNTY, MARYLAND AND TALBOT COUNTY, MARYLAND

Agreement:

1. When, in the judgment of the Chief Law Enforcement Officer, there is an emergency situation and his or her jurisdiction does not have sufficient law enforcement personnel or equipment immediately available to handle the emergency, he or she may ask for assistance in the form of law enforcement personnel or equipment from the other jurisdiction.
2. If, in the sole judgment of the Chief Law Enforcement Officer to whom the request is made, there is an emergency, and if the law enforcement personnel or equipment requested are available, the resources may be dispatched. A responding agency will be expected to provide assistance only to the extent that it remains capable of providing law enforcement services in its own jurisdiction.
3. The requesting agency will identify where and to whom the responding resources will report or be delivered.
4. If a deputy of either jurisdiction is on official duty and observes a crime in progress in either jurisdiction, the deputy is authorized to exercise law enforcement powers under the agreement.
5. Except in unusual circumstances, one agency will not charge the other for mutual assistance. Where a party believes that reimbursement is appropriate, the issue will be resolved by the Chief Law Enforcement Officers.
6. As required by CP §2-105(e), each party waives:
 - a. any and all claims against the other party which may arise out of its activities outside its jurisdiction under this agreement; and
 - b. agrees to indemnify and hold harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party outside its jurisdiction under this agreement
7. Each party will cooperate fully with the other in defense of claims under the indemnification provisions of paragraph 7. Cooperation will include:
 - a. Immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
 - b. Permitting the other party to conduct a parallel independent investigation of any accident or incident.
 - c. Making personnel, records, and equipment available for the defense of any claim or suit.

EXHIBIT "G"

**POLICE MUTUAL AID AGREEMENT BETWEEN
SOMERSET COUNTY, MARYLAND
AND
TALBOT COUNTY, MARYLAND**

Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR SOMERSET COUNTY, MARYLAND

Sheriff Robert N. Jones
Somerset County Sheriff's Office

Date: _____

Mr. Rex Simpkins, President
Somerset County Commissioners

Date: _____

APPROVED FOR TALBOT COUNTY, MARYLAND

Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: _____

Mr. Dirck K. Bartlett, President
Talbot County Council

Date: _____

PUBLIC HEARING

Having been posted and Notice of time, date, and place of hearing, and Title of Bill No. 1237 having been published, a public hearing was held on Tuesday, June 11, 2013 at 2:00 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 N. Washington Street, Easton, Maryland.

BY THE COUNCIL

Read the third time.

ENACTED: **June 11, 2013**

By Order 
Susan W. Moran, Secretary

Bartlett - Aye
Hollis - Aye
Pack - Aye
Price - Aye (via absentee ballot)
Duncan - Aye