COUNTY COUNCIL

OF

TALBOT COUNTY, MARYLAND

2018 Legislative Session, Legislative Day No. : April 24, 2018

Bill No.: 1388

Expiration Date: June 28, 2018

Introduced by: Mr. Bartlett, Mr. Callahan, Mr. Pack, Ms. Price, Ms. Williams

A BILL TO APPROVE A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN TALBOT COUNTY, MARYLAND, THE TALBOT COUNTY SHERIFF'S OFFICE, THE TOWN OF EASTON, THE COMMISSIONERS OF ST. MICHAELS, THE COUNCIL OF TRAPPE, THE COMMISSIONERS OF OXFORD, AND THE TOWN OF QUEEN ANNE IN ACCORDANCE WITH MARYLAND CODE ANNOTATED CRIMINAL PROCEDURE ARTICLE SECTION 2-105

By the Council: April 24, 2018

Introduced, read first time, ordered posted, and public hearing scheduled on Tuesday, May 22, 2018 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

By Order Susan W. Moran

Susan W. Moran, Secretary

A BILL TO APPROVE A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN TALBOT COUNTY, MARYLAND, THE TALBOT COUNTY SHERIFF'S OFFICE, THE TOWN OF EASTON, THE COMMISSIONERS OF ST. MICHAELS, THE COUNCIL OF TRAPPE, THE COMMISSIONERS OF OXFORD, AND THE TOWN OF QUEEN ANNE IN ACCORDANCE WITH MARYLAND CODE ANNOTATED CRIMINAL PROCEDURE ARTICLE SECTION 2-105

KEY

Boldface..... Heading or defined term.

Underlining..... Added to existing law by original bill.

~~Strikethrough~~..... Deleted from existing law by original bill.

Double underlining..... 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

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 law enforcement services; and,

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

WHEREAS, the Sheriff's deputies in Talbot County and law enforcement officers in the Towns of Easton, Oxford, , and St. Michaels are uniformly trained and certified in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police and Correctional Training Commission pursuant to Maryland law; and,

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

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

WHEREAS, Maryland law authorizes the county governing body to enter into a law enforcement mutual aid agreement with other municipal corporations, to permit their respective police officers, together with any necessary equipment, to enter into the jurisdiction of another municipal corporation for the purpose of providing law enforcement assistance in accordance with the requirements of Criminal Procedure Article §§ 2-102, 2-103, and 2-105, Md. Ann. Code.

SECTION 1. Talbot County hereby approves the proposed Mutual Aid Agreements (the "Agreement") attached hereto which are incorporated by reference herein.

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

SECTION 3. Any changes to any Agreement shall be adopted by Talbot County by bill duly adopted in accordance with the requirements of Criminal Procedure Article § 2-105 (b), Md. Ann. Code, as modified, amended, or recodified from time to time.

SECTION 4. 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 5. AND BE IT FURTHER ENACTED, that if any provision of this Ordinance 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 Ordinance which can be given effect without the invalid provision or application, and for this purpose the provisions of this Ordinance are declared severable.

SECTION 6. AND 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 7. AND BE IT FURTHER ENACTED, that this ordinance shall take effect sixty (60) days from the date of its passage. The respective Agreements shall become effective

after having been duly adopted by the respective municipal corporations in their regular routine for legislative enactment and upon execution by the respective municipal corporations, the Talbot County Sheriff and Talbot County, Maryland.

PUBLIC HEARING

Having been posted and Notice of time, date, and place of hearing, and Title of Bill No. _____ having been published, a public hearing was held on_____, 2018 at _____ 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: _____

By Order _____
Susan W. Moran, Secretary

Williams -

Price -

Bartlett -

Pack -

Callahan -

EFFECTIVE:_____

MUTUAL AID AGREEMENT

BETWEEN

TALBOT COUNTY, MARYLAND
THE TALBOT COUNTY SHERIFF'S OFFICE
THE TOWN OF EASTON
THE COMMISSIONERS OF ST. MICHAELS
THE COUNCIL OF TRAPPE
THE COMMISSIONERS OF OXFORD
THE TOWN OF QUEEN ANNE

THIS MUTUAL AID AGREEMENT (this "Agreement") made this _____ day of _____, 2018, by and between **THE TOWN OF EASTON, THE COMMISSIONERS OF ST. MICHAELS, THE COUNCIL OF TRAPPE, THE COMMISSIONERS OF OXFORD**, by or through their respective police departments, and **THE TOWN OF QUEEN ANNE**, all located in Talbot County, Maryland, and **THE TALBOT COUNTY SHERIFF'S OFFICE** and **TALBOT COUNTY, MARYLAND**, a charter county and political subdivision of the State of Maryland.

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, Criminal Procedure Article ("CP") § 2-105 authorizes counties and municipalities to enter into mutual aid agreements for deploying police officers, other officers, agents, and employees, along with all necessary equipment, outside their jurisdiction's boundaries to provide assistance and respond to situations as more fully set forth in CP § 2-105; and,

WHEREAS, the parties desire to enter into an agreement to provide mutual aid pursuant to CP § 2-105 subject to the terms and conditions herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Definitions. The following words shall have the meanings indicated:

"Chief Law Enforcement Officer" or "Chief" means the (i) chief of police for any of the municipalities to this Agreement; (ii) for a municipality without a police department, the mayor or equivalent executive officer; (iii) the Talbot County Sheriff; or, (iv) the lawfully appointed designee of any of foregoing in his/her/their absence.

"Emergency" means a sudden or unexpected happening, including without limitation an unruly person or group that demonstrates the potential for violence, a hostage situation, a fire, a

natural disaster, an accident, or any similar circumstances where there is a need for an emergency personnel response.

"Governing body" means (1) the county council of a charter county with no county executive, or (2) thelegislative body, by whatever name known, of a municipal corporation.

"Receiving Jurisdiction" means any party to this Agreement that has requested mutual aid from another party as provided herein.

"Sending Jurisdiction" means any party to this Agreement that has agreed to provide mutual aid to another party as provided herein.

2. Emergencies.

(a) Whenever, in a Chief Law Enforcement Officer's judgment, an emergency occurs in the Chief's jurisdiction and there are not sufficient police personnel or equipment immediately available to properly handle the emergency, the Chief may request assistance from his/her counterpart in any jurisdiction that is a party to this Agreement. If, in the counterpart's sole judgment, an emergency does exist and the police personnel or equipment requested are available and not otherwise required for the adequate protection of the counterpart's jurisdiction, such resources may be dispatched to the Receiving Jurisdiction as requested.

(b) Whenever, in the judgment of the Sheriff of Talbot County, or the Police Chief of Easton, Trappe, Oxford, or St. Michaels, or in the event of their absence or unavailability, the highest- ranking on-duty official of the requesting agency, an emergency situation exists and the jurisdiction in which the emergency occurs does not have sufficient personnel or equipment immediately available to properly handle the emergency, the highest-ranking on-duty official of the jurisdiction in which the emergency occurs may request assistance in the form of personnel or equipment from another jurisdiction party to this Agreement. The request shall be directed to the Chief Law Enforcement Officicer of the other jurisdiction, or in the event of his/her absence or unavailability, the highest-ranking on-duty official of the other jurisdiction. If, in the judgment of the authorized official to whom the request has been made, an emergency does exist and the personnel or equipment requested are available, such resources may be provided as requested.

(c) All personnel provided by the Sending Jurisdiction in an emergency shall report to the Chief Law Enforcement Officer of the Receiving Jurisdiction while responding to the emergency.

3. Joint Operations; Events; Non-Emergency Assistance.

(a) A Chief Law Enforcement Officer may request assistance for joint investigative or non-investigative events from his/her counterpart in any jurisdiction that is a party to this Agreement. Such events include, without limitation conducting undercover surveillance, tactical operations, parades, carnivals, festivals, DUI checkpoints, or other activities where enhanced security is warranted. In addition to joint investigative or non-investigative events described herein, a Chief Law Enforcement Officer may also request police assistance for other non-emergency matters, as routine patrols, enforcement of Maryland vehicle laws or other law enforcement activities within the Receiving Jurisdiction from his/her counterpart in any jurisdiction that is a party to this Agreement. If, in the counterpart's sole judgment, it would be appropriate to provide assistance and the police personnel or equipment requested is available and not otherwise required for the adequate protection of the counterpart's jurisdiction, such resources may be dispatched to the Receiving Jurisdiction as requested.

(b) All personnel provided by the Sending Jurisdiction may enter into and remain in the Receiving Jurisdiction for the duration required to render the necessary assistance, including sufficient time to mobilize, conduct follow-up activities and investigation, and complete necessary reports. The Sending Jurisdiction may recall their personnel at anytime in accordance with their own manpower needs.

4. Other Activities.

(a) In the event a police officer from a jurisdiction that is a party to this Agreement must enter into another such jurisdiction for any purpose not constituting an emergency, as part of a joint operation, or as a non-emergency as defined herein (e.g. to conduct an investigation or to serve a summons or arrest warrant) the police officer shall provide advance notice of this activity to the jurisdiction he or she intends to enter through the Talbot County Emergency Operations Center. Such advance notice shall include at a minimum the identity of police personnel, the location and nature of their activity, and the date and time of anticipated arrival. If advance notice is not practicable, notice shall be given as soon as possible thereafter. Prompt notice shall also be given upon completion of the activity.

(b) Notwithstanding the foregoing, this Agreement shall not affect the authority granted to police officers in matters involving fresh pursuit as provided in CP § 2-301 or any other provision of law.

5. Acknowledgments. In accordance with CP § 2-105 (c), the parties hereby acknowledge that:

(a) The acts done by the police officers or other officers, agents, or employees pursuant to this Agreement and any expenditures made by a party to this Agreement shall be deemed to be for a public and governmental purpose. While lawfully acting pursuant to this Agreement, the law enforcement officers of the responding party shall be authorized to enforce the laws to the same extent as if they were duly authorized law enforcement officers of the jurisdiction for which they are entering. Nothing contained in this Agreement shall be construed as a limitation or abolition of any such authority granted by statute, ordinance or other applicable law.;

(b) When a party to this Agreement is acting through its police officers or other officers, agents, or employees for a public or governmental purpose beyond its boundaries under the authority of this Agreement or other lawful authority, that party has the same immunities from liability that it has when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its boundaries;

(c) When the police officers or other officers, agents, or employees of a party to this Agreement are acting beyond the territorial boundaries in which they are commissioned or employed pursuant to this Agreement or other lawful authority, these police officers or other officers, agents, or employees 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 as those persons have while performing their duties within their territorial boundaries. The signatory jurisdictions acknowledge that the law enforcement officers, agents and employees of each signatory jurisdiction, when acting under the terms of this agreement and beyond the territorial limits of the jurisdiction in which they are commissioned or employed, remain employees or agents of the jurisdiction in which they are commissioned or employed.

6. Waiver and Indemnity. To the extent permitted by law, each party to this Agreement agrees to:

(a) Waive any and all claims against the other parties to this Agreement arising out of the other parties' activities outside their respective jurisdictions under this Agreement;

(b) Indemnify and hold harmless the other parties to this Agreement from any and all claims by third parties for property damage or personal injury arising out of the other parties' activities outside their respective jurisdictions under this Agreement; and,

(c) Cooperate fully with any other party hereto in the defense of any claims arising out of this Agreement, including without limitation, the following:

i. Immediate notification to all other parties of any accident or incident resulting in personal injury, property damage, or otherwise having the potential for liability;

ii. Recognition that each party hereto involved in an accident or incident resulting in personal injury, property damage, or otherwise having the potential for liability may conduct a parallel independent investigation of such accident or incident; and,

iii. Each party involved in such accident or incident shall make personnel, records and equipment available for purposes of any such investigation and/or defense of any claim or suit;

(d) Execute a waiver of subrogation for their respective worker's compensation insurance in favor of the other party; and

(e) Make no claims for expenditures regarding any actions taken or services received pursuant to this Agreement against any other signatory jurisdiction unless those expenditures are agreed to prior to the resources being provided and are consistent with the general policies and procedures adopted and approved under this Agreement.

7. Adoption. This Agreement shall not become effective until the adoption of an ordinance in the regular course of legislative business by the governing bodies of the county and municipalities that are parties hereto incorporating this Agreement by reference and authorizing the party to enter into this Agreement.

8. Duration. Once this Agreement becomes effective it shall remain in effect until (i) the Chief Law Enforcement Officer of a jurisdiction that is a party to this Agreement sends a written withdrawal notice to each of the other parties hereto at least thirty (30) days prior to the withdrawal date; (ii) the governing body of a county or municipality that is a party to this Agreement passes an ordinance withdrawing from the Agreement; or, (iii) a party hereto unreasonably fails to provide mutual aid after making a commitment to do so as provided herein. In that event, this Agreement shall remain in effect as between the non-withdrawing parties, and the withdrawing party shall no longer be permitted request or receive mutual aid pursuant to this Agreement.

9. Modifications. The terms of this Agreement may not be modified except with the consent of all parties hereto and upon the passage of an ordinance formally adopting the amendment(s) by the governing bodies of the county and municipalities that are parties to this Agreement.

10. Governing Law. The law of the State of Maryland shall govern this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and affixed their respective seals to this Agreement on the day and year indicated.

WITNESS:

THE OFFICE OF THE SHERIFF FOR TALBOT COUNTY, MARYLAND

_____

_____
By: Sheriff Joe Gamble

TALBOT COUNTY, MARYLAND

_____

_____
By: R. Andrew Hollis, County Manager

THE TOWN OF EASTON CHIEF OF POLICE

_____

_____
By:

THE TOWN OF EASTON

_____

_____
By:

WITNESS:

THE TOWN OF ST. MICHAELS CHIEF OF POLICE

_____

_____
By:

ATTEST:

THE COMMISSIONERS OF ST. MICHAELS

_____
Jean R. Weisman, Town Clerk/Manager

_____
By: William E. Boos, President

THE COUNCIL OF TRAPPE

_____ _____

By:

THE TOWN OF OXFORD CHIEF OF POLICE

_____ _____

By:

THE COMMISSIONERS OF OXFORD

_____ _____

By:

THE TOWN OF QUEEN ANNE

_____ _____

By: