

ORDINANCE 3-2018

Introduced by: Chase

**AN ORDINANCE OF THE COUNCIL OF TRAPPE AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT IN ACCORDANCE WITH MD. CODE ANN. CRIMINAL PROCEDURE ARTICLE SECTION 2-105**

WHEREAS, Md. Code Ann. Criminal Procedure Article § 2-105 authorizes the Council of Trappe 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; and

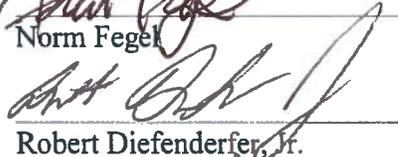
WHEREAS, the Council of Trappe has determined that participation in the Mutual Aid Agreement is desirable and in the best interest of the Town and will inure to the benefit of the Town and its citizens.

NOW, THEREFORE, the Council of Trappe hereby ordain as follows:

1. The President of the Council of Trappe is hereby authorized to execute and deliver a Mutual Aid Agreement, in the same or substantially similar form, as the Mutual Aid Agreement attached hereto as Exhibit "A."

ENACTED this 23<sup>rd</sup> day of May, 2018.

  
Norm Fegel

  
Robert Diefenderfer, Jr.

  
Walter Chase

  
Tonya Pritchett

absent  
Nicholas Newnam

Ordinance 3-2018  
Mutual Aid Agreement

I hereby certify that the foregoing Ordinance Number 3-2018 of the Town of Trappe was duly read and enacted in accordance with the applicable provisions of the Charter of the Town of Trappe.

Attest: Erin Braband  
Erin Braband, Town Administrator/Town Clerk

**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;

**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.

**EXHIBIT A**

“Governing body” means (1) the county council of a charter county with no county executive, or (2) the mayor and council, 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 official 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 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 – for instance, 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; and,

(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. This cooperation shall include without limitation the following:

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

ii. Recognition that each party hereto involved in an accident or incident resulting in personal injury, property damage or 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 adopts 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:

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\_\_\_\_\_

WITNESS:

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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:

THE TOWN OF ST. MICHAELS CHIEF  
OF POLICE

\_\_\_\_\_  
By:

THE COMMISSIONERS OF ST.  
MICHAELS

\_\_\_\_\_  
By:

THE COUNCIL OF TRAPPE

\_\_\_\_\_  
By:

THE TOWN OF OXFORD CHIEF OF  
POLICE

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By: \_\_\_\_\_

THE COMMISSIONERS OF  
OXFORD

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By: \_\_\_\_\_

THE TOWN OF QUEEN ANNE

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By: \_\_\_\_\_

