

ORDINANCE NO. 32-11

PERTAINING TO AUTHORIZATION FOR THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS FOR ST. MARY'S COUNTY, MARYLAND AND THE BOARD OF COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE OF THE ANNOTATED CODE OF MARYLAND

WHEREAS, pursuant to Section 2-105 of the Criminal Procedure Article of the Annotated Code of Maryland, the Board of County Commissioners of Calvert County, Maryland, has the authority to enter into Mutual Aid Agreements with other jurisdictions regarding police services, provided such agreements are approved by legislative enactment; and

WHEREAS, the Board of County Commissioners of Calvert County, Maryland, deems it advantageous and 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 Board of County Commissioners of Calvert County, Maryland, are aware that from time to time both emergency and non-emergency situations 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 and for this reason, law enforcement agencies enter into joint law enforcement initiatives to include task forces and regional multijurisdictional crime fighting concepts; and

WHEREAS, the Board of County Commissioners of Calvert County, Maryland, desires to enter into a Mutual Aid Agreement with the Board of County Commissioners of St. Mary's County, Maryland, and the Board of County Commissioners of Charles County, Maryland, to allow law enforcement officers from Calvert, St. Mary's, and Charles counties to lawfully go or be sent beyond the boundaries of the county of their own jurisdiction and may make arrests, conduct investigations, and otherwise enforce the laws of the state of Maryland while in Calvert, St. Mary's, and Charles counties without limitations as to jurisdiction and without the presence of a law enforcement officer from the jurisdiction into which the law enforcement officer enters under the aforementioned mutual aid agreement; and

WHEREAS, the Board of County Commissioners of Calvert County, Maryland, finds that it is in the best interest of the health, safety, and welfare of the citizens of Calvert County to enter into a Mutual Aid Agreement with the Board of County Commissioners of St. Mary's County, Maryland, and the Board of County Commissioners of Charles County, Maryland, for the purpose of improving public safety.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calvert County, Maryland, that pursuant to its authority under the aforementioned State statute, where the Board of County Commissioners of Calvert County, Maryland, has entered into a mutual aid agreement with a neighboring jurisdiction, then Calvert County law enforcement officers may go beyond the borders of the County for both emergency and non-emergency situations that 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.

BE IT ALSO RESOLVED that the Board of County of Commissioners of Calvert County, Maryland, is hereby authorized to enter into a Mutual Aid Agreement with the Board of County Commissioners of St. Mary's County, Maryland, and the Board of County Commissioners of Charles County, Maryland, in substantially the form attached hereto.

DONE, this 23 day of Aug, 2011, by the Board of County Commissioners for Calvert County, Maryland, sitting in regular session.

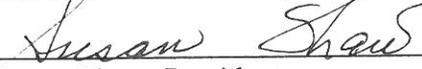
ATTEST:

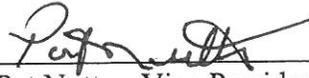

Corinne J. Cook, Clerk

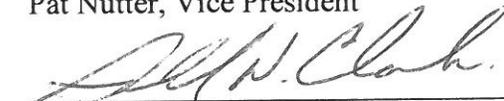
Approved for legal sufficiency on August 30, 2011 by

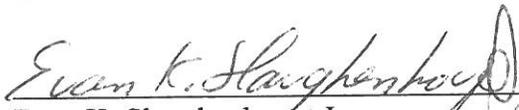

John B. Norris
County Attorney

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Received for Record... September 1 2011
at 10:15 o'clock 13 M. Same day
recorded in Liber KPS No. 37
Folio 261 COUNTY COMMISSIONERS
ORDINANCES AND RESOLUTION.



MUTUAL AID AGREEMENT

BETWEEN

THE CHARLES COUNTY SHERIFF 'S OFFICE,
 THE CALVERT COUNTY SHERIFF'S OFFICE, AND
 THE ST. MARY'S COUNTY SHERIFF 'S OFFICE,

This Mutual Aid Agreement is made this ____ day of _____, 2011, by and among the Charles County Sheriff's Office, ("CHCSO"), the Calvert County Sheriff's Office (CALCSO"), and the St. Mary's County Sheriff's Office ("SMCSO") pursuant to MD Code Ann. Criminal Procedures § 2-105 and under the authority of the Board of County Commissioners of Charles County, Maryland, ("Charles County"), the Board of County Commissioners of Calvert County, Maryland, ("Calvert County") and the Board of County Commissioners for St. Mary's County, ("St. Mary's County"), collectively 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 law enforcement services; and,

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

WHEREAS, the law enforcement officers of Charles County, Calvert County and St. Mary's County are certified by and trained 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 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 and 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, these parties wish to extend prompt, effective and professional police service to the public to the extent that police resources are available; and,

WHEREAS, pursuant to the authority conferred under Maryland law, Criminal Procedure Article Sections 2-102, 2-103 and 2-105 of the Annotated Code of Maryland, the parties enter into this Mutual Aid Agreement which may be also referred to as a "Memorandum of Understanding."

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

1. Definitions:

- a. The law enforcement officer who enters the jurisdiction of another party to this Agreement shall be the "Entering Officer";
- b. The jurisdiction into which a law enforcement officer enters under this agreement shall be the "Entered Jurisdiction";
- c. The law enforcement agency of the jurisdiction into which a law enforcement officer enters under this Agreement shall be the "Entered Agency".

2. The Entering Officer may lawfully go or be sent beyond the boundaries of the county of their own jurisdiction and may make arrests, conduct investigations, and otherwise enforce the laws of the State of Maryland while in Charles, Calvert, and St. Mary's Counties without limitations as to jurisdiction and without the presence of a law enforcement officer from the Entered Agency, provided:

(a) The Entered Agency designated one or more person(s) from the Entered Agency to be notified when law enforcement officers of any of the parties to this Agreement are entering the Entered Jurisdiction to conduct police activities;

(b) The Entering Officer has:

- 1) notified the designated person from the Entered Agency;
- 2) identified and so states to the designated person the type of police activity and location of said activity;
- 3) stated to the designated person whether any of the Entering Officers will be in plainclothes; and
- 4) provided the Entered Agency with an opportunity to be present during the law enforcement activity.

3. Whenever an Entering Officer of any of the parties acts pursuant to this Agreement, that Entering Officer is authorized to act as a law enforcement officer in the Entered Jurisdiction, provided that the Entering Officer's actions are in accordance with the policies and regulations of the Entering Officer's employing agency.

4. The manner of conducting law enforcement related activities as set forth in this Agreement shall not affect the authority granted law enforcement officers in Criminal Procedure Article 2-102, or matters involving fresh pursuit as provided in Criminal Procedure Article 2-301 of the Annotated Code of Maryland or any other provision of law.

5. The authority of arrest granted to law enforcement officers in accordance with this Agreement does include the enforcement of Maryland Vehicle Laws in the Entered Jurisdiction. Entering Officers enforcing violations of the Maryland Vehicle Laws may make the notification to the Entered Agency, as required in Clause 2.(b)1) above, within a reasonable time after the arrest.

6. Each party shall promulgate rules and regulations regarding the implementation of the Mutual Aid Agreement.

7. The parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, agents or employees and the expenditures made by any party shall be deemed conclusively to be for public and governmental purpose. The parties acknowledge that Entering Officers, when acting beyond the territorial limits of the jurisdiction in which they are commissioned or employed and under the authority of this Agreement, have all the immunities from liability and exemptions from laws, ordinances and regulations and have all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

8. Each of the parties to this Agreement agrees that:

- (a) Each party (County) participating in this Agreement, to the extent permitted by Section 12-104 of the State Government Article and 5-522 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, will indemnify, hold harmless and defend all parties to this Agreement from all claims by third parties against the parties for property damage or personal injury which might arise out of the activity covered in this Agreement, but only for that County's own negligent acts.
- (b) Each party shall be responsible only for any negligent actions committed by that party. No party here assumes liability for any negligent actions committed by any other party.

(c) Each party will waive all claims it might have against any other party for property damage or personal injury arising out of this Agreement while its personnel or equipment are in the Entered Jurisdiction acting in accordance with this Agreement.

9. Each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to the indemnification provisions of Paragraph 8. This cooperation will include the following:

- (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 a party to this Agreement to conduct a parallel independent investigation of any accident or incident;
- (c) Making personnel, records and equipment available for purposes of the defense of any claim or suit.

10. This Mutual Aid Agreement becomes effective upon execution by all parties and shall remain in effect until any party hereto cancels its participation in this Agreement by sending a written notice to all other parties thirty (30) days prior to the cancellation.

11. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland, any other State of the United States, or of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their successors and assigns.

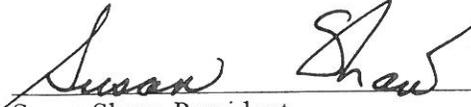
12. In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

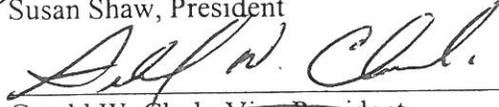
13. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or its legal representative drafted all or any part hereof.

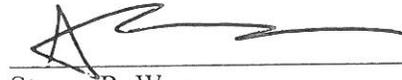
14. This Agreement and the rights and responsibilities contained herein may not be assigned or otherwise transferred without the written consent of all parties.

AS WITNESS the hands and seals of the parties the day and year first above written.

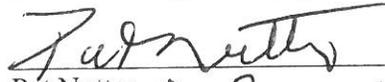
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Gerald W. Clark, Vice President


Steven R. Weems


Evan K. Slaughenhaupt, Jr.


Pat Nutter, Vice President

**COORDINATED WITH:
CALVERT COUNTY SHERIFF'S OFFICE**


Mike Evans, Sheriff

BOARD OF COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND:

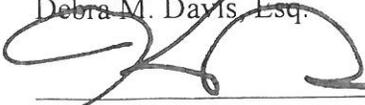

Candice Quinn Kelly, President



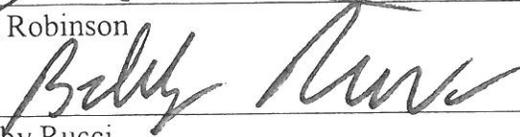
Reuben B. Collins, II, Vice President



Debra M. Davis, Esq.



Ken Robinson



Bobby Rucci

**COORDINATED WITH:
CHARLES COUNTY SHERIFF'S OFFICE**

Rex Coffey, Sheriff

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Timothy K. Cameron, Sheriff