

COUNTY COUNCIL OF CECIL COUNTY, MARYLAND
LEGISLATIVE SESSION DAY 2021-15

RESOLUTION NO. 48-2021

Title of Resolution: Agreement – Mutual Aid Law Enforcement - Eastern Shore Counties

Synopsis: A Resolution to approve the execution of Law Enforcement Mutual Aid Agreements between Cecil County, Maryland and the county governments and county sheriffs of Wicomico County, Worcester County, Somerset County, Dorchester County, Talbot County, Caroline County, Queen Anne’s County, and Kent County.

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

Introduced and ordered posted on: August 3, 2021

Scheduled for consideration on : August 17, 2021

By: 
Council Manager

Notice and title of Resolution having been posted by August 3, 2021 at the County Administration Building, 200 Chesapeake Blvd., Elkton and consideration by the Council having been scheduled on August 17, 2021.

By: 
Council Manager

Explanation: CAPITAL LETTERS INDICATE LANGUAGE ADDED TO EXISTING DOCUMENT
~~Strike through~~ indicates language deleted from existing document
Underlining indicates language added to document by amendment.
~~Double Strike through~~ indicates language stricken from document by amendment.

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

4 **WHEREAS**, the law enforcement officers of the Wicomico County, Worcester County, Somerset
5 County, Dorchester County, Talbot County, Caroline County, Queen Anne’s County, and Kent County are
6 respectively trained in current law enforcement techniques and have completed a course of training
7 prescribed by the Maryland Police Training Commission pursuant to the Public Safety Article, §2-207,
8 Annotated Code of Maryland; and

9 **WHEREAS**, the County Council of Cecil County, Maryland is aware that from time to time,
10 emergency situations have occurred at locations and times in interconnected, adjacent, or coterminous
11 jurisdictions when sufficient law enforcement resources were not immediately available to allow for the
12 responsible jurisdiction to provide prompt, effective, and professional services to the public; and

13 **WHEREAS**, the Cecil County Sheriff’s Office now desires to enter into Mutual Aid Agreements with
14 county governments and county sheriffs of Wicomico County, Worcester County, Somerset County,
15 Dorchester County, Talbot County, Caroline County, Queen Anne’s County, and Kent County, respectively,
16 so as to assure that law enforcement in the aforesaid jurisdictions are adequately prepared, to greatest
17 extent practicable, to provide prompt, effective, and professional law enforcement services to the public;
18 and

19 **WHEREAS**, the County Council is now resolved to authorize the execution, by the County Executive
20 and the Cecil County Sheriff, of Mutual Aid Agreements, in substantially the form and content as that set
21 forth in Appendix 1, the Law Enforcement Mutual Aid Agreement, which is incorporated by reference as if
22 set forth herein, with the county governments and county sheriffs of Wicomico County, Worcester
23 County, Somerset County, Dorchester County, Talbot County, Caroline County, Queen Anne’s County, and
24 Kent County, respectively.

25 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY,**
26 **MARYLAND**, that the County Executive and the Cecil County Sheriff shall be authorized, to enter into
27 Mutual Aid Agreements, in substantially the form and content as that set forth in the attached


Agreement - Mutual Aid Law Enforcement – Eastern Shore Counties

28 Appendix 1, Law Enforcement Mutual Aid Agreement, with the county governments and county sheriffs of
29 Wicomico County, Worcester County, Somerset County, Dorchester County, Talbot County, Caroline
30 County, Queen Anne’s County, and Kent County, respectively.

31 **AND, BE IT FURTHER RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND,** that
32 this Resolution shall take effect on the date of its passage.

INTRODUCED: August 3, 2021

ADOPTED: August 17, 2021



President of the Council

ATTEST:


Council Manager

MUTUAL AID AGREEMENT
BETWEEN

WICOMICO COUNTY, MARYLAND,
THE SHERIFF OF WICOMICO COUNTY, MARYLAND

AND

SOMERSET COUNTY, MARYLAND
THE SHERIFF OF SOMERSET COUNTY, MARYLAND

AND

WORCESTER COUNTY, MARYLAND,
THE SHERIFF OF WORCESTER COUNTY, MARYLAND

DORCHESTER COUNTY, MARYLAND,
THE SHERIFF OF DORCHESTER COUNTY, MARYLAND

AND

TALBOT COUNTY, MARYLAND,
THE SHERIFF OF TALBOT COUNTY, MARYLAND

AND

CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND

AND

QUEEN ANNE'S COUNTY, MARYLAND,
THE SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND

AND

KENT COUNTY, MARYLAND,
THE SHERIFF OF KENT COUNTY, MARYLAND

AND

CECIL COUNTY, MARYLAND,
THE SHERIFF OF CECIL COUNTY, MARYLAND

THIS MUTUAL AID AGREEMENT, made this the ___ day of _____ 2020, by and between **WICOMICO COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF WICOMICO COUNTY, MARYLAND** and the **COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**, (collectively, "**Wicomico County**"), the **SHERIFF OF WICOMICO COUNTY**, a State Constitutional Officer, ("**Wicomico Sheriff**"), and;

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

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

DORCHESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF DORCHESTER COUNTY, MARYLAND**, (collectively, "**Dorchester County**"), the **SHERIFF OF DORCHESTER COUNTY**, a State Constitutional Officer, ("**Dorchester Sheriff**"), and;

TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF TALBOT COUNTY, MARYLAND**, (collectively, "**Talbot County**"), the **SHERIFF OF TALBOT COUNTY**, a State Constitutional Officer, ("**Talbot Sheriff**"), and;

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

QUEEN ANNE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND**, (collectively, "**Queen Anne's County**"), the **SHERIFF OF QUEEN ANNE'S COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

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

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

(Collectively each aforementioned corporate and politic of the State and Sheriff herein referred to as "**The Parties**")

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

WHEREAS, these agencies experience similar law enforcement problems; and

WHEREAS, all law enforcement officers, (hereinafter sometimes called "police" or "officers"), are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission and are certified pursuant to Md. Code Ann., §3-209, *et seq.*, Public Safety Article; and

WHEREAS, police officials of both jurisdictions are aware from time to time situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, Wicomico County and Wicomico County Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne's County and Queen Anne's Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Md. Code Ann.,§ 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, **THE PARTIES** do hereby agree as follows:

1. Whenever, in the judgment of the **Wicomico Sheriff, Somerset Sheriff, Worcester Sheriff, Dorchester Sheriff, Talbot Sheriff, Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff** or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriffs or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their

participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize any Sheriff to "deputize" the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

2. When this Agreement is triggered and while any County police officer traverses, while on official duty, any highway, road, street, or alley in the other jurisdiction and observes any crime in progress, the police officer is authorized to act as a police officer pursuant to this Agreement.
3. The term "situation," as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including but 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 other circumstance where prompt police action requiring more than one officer or specialized equipment is required.

4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, *et seq.*, Criminal Procedure Article, or the powers granted by §§ 5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.

5. Pursuant to Md. Code Ann., § 2-105(c), *et seq.*, Criminal Procedure Article, the Parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, or other officers, agents, or employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose.

6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.

7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.

8. The Parties to this Agreement shall be responsible for the workers' compensation and death claims of its own employees that may arise out of its employees' activities outside their respective jurisdictions under the Agreement.

9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.

10. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, each of the Parties to this Agreement agree:
 - (a) To waive any and all claims that are against the other Parties to the Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and
 - (b) To indemnify and hold harmless the Parties to the Agreement from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the other Parties to the Agreement outside their respective jurisdictions under the Agreement.

11. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity or limited liability, which may be claimed as set forth in Md. Code Ann., § 5-639, Courts and Judicial Proceedings Article, and Md. Code Ann., § 12-101, *et seq.*, State Government Article. Nothing contained in this Agreement shall be construed to waive, in part or in whole, any immunity (statutory, common law or other) enjoyed by any Party hereto or by any officer, agent or employee of any such Party. This Agreement does not purport to create any "special relationship" between any law enforcement officer and any other person, when a law enforcement

officer is conducting law enforcement activities pursuant to this Agreement.

12. The Parties agree to cooperate fully with each other in the defense of claims, pursuant to the indemnifications of Paragraph 10(b). This cooperation will include the following:
 - (a) Prompt notification to the other Party of any accident, incident or enforcement action resulting in personal injury, property damage, or having the potential for liability;
 - (b) Permit a Party to this Agreement to conduct a parallel independent investigation of any accident or incident;
 - (c) Make reports, records, and equipment available for purposes of the defense of any claim or suit.

13. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, all personnel provided by the other jurisdiction shall report to the senior ranking commissioned police officer of the jurisdiction requesting aid.

14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the

jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.

15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.
16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a Party to this Agreement, an addendum to this agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.
17. Copies of this Agreement will be provided to the Parties and The Office of the State 's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for The State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.

18. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.

19. This Agreement shall be governed by the laws of the State of Maryland.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____

(NAME)

Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

By: _____

Mike Lewis

Sheriff of Wicomico County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021.

Wicomico County Council

(NAME)
Council Attorney

By: (NAME), Council President

CECIL COUNTY, MARYLAND

WITNESS/ATTEST

CECIL COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _ _ _ _ _

Scott Adams
Sheriff of Cecil County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
__ __, 2021.

CECIL COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

KENTCOUNTY , MARYLAND

WITNESS/ATTEST

KENTCOUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Buck Price
Sheriff of Kent County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
____ 2021.

KENT COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

**QUEEN ANNE’S COUNTY,
MARYLAND**

WITNESS/ATTEST

QUEEN ANNE’S COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF QUEEN ANNE’S COUNTY

By: _ _ _ _ _

Gary Hofman
Sheriff of Queen County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021.

**QUEEN ANNE’S COUNTY
COUNCIL**

(NAME)
County Attorney

By: (NAME), Council President

CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

CAROLINE COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CAROLINE COUNTY

By: _ _ _ _ _

Randy Bounds
Sheriff of Caroline County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021 .

CAROLINE COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

TALBOT COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Joseph Gamble
Sheriff of Talbot County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
__ __, 2021.

TALBOT COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

DORCHESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF DORCHESTER COUNTY

By: _____

James Phillips Jr.
Sheriff of Dorchester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021 .

DORCHESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

WORCESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF WORCESTER COUNTY

By: _____

Matthew Crisafulli
Sheriff of Worcester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021 .

WORCESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

SOMERSET COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF SOMERSET COUNTY

By: _____

Ronnie Howard
Sheriff of Somerset County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the _ day of
-- 2021.

SOMERSET COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President