

RESOLUTION NO. 13 - 17

RESOLUTION ADOPTING A POLICE MUTUAL AID AGREEMENT
BETWEEN WORCESTER COUNTY AND TALBOT COUNTY, MARYLAND

WHEREAS, Subtitle I (Mutual Aid Agreements) of Title 7 (Law Enforcement Officers) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland recognizes that mutual aid agreements are beneficial to law enforcement and public safety activities conducted by the Sheriff of Worcester County and other Public Safety Officers pursuant to Section 2-105 (Mutual Aid Agreements) of the Criminal Procedure Article of the Annotated Code of Maryland, as from time to time amended, and thereby the County Commissioners of Worcester County, Maryland established a procedure whereby mutual aid agreements may be approved and executed; and

WHEREAS, the Sheriff of Worcester County, Maryland, the Sheriff of Talbot County, Maryland, and the Talbot County Council have jointly submitted and approved the attached Police Mutual Aid Agreement between Worcester County, Maryland and Talbot County, Maryland and have recommended the approval and execution of this Police Mutual Aid Agreement; and

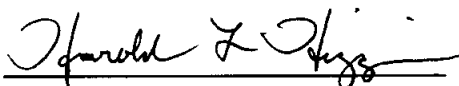
WHEREAS, the County Commissioners of Worcester County, Maryland have determined that the adoption of this Police Mutual Aid Agreement will be beneficial to law enforcement and public safety activities conducted by the Sheriff of Worcester County and other Public Safety Officers.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the attached Police Mutual Aid Agreement between Worcester County, Maryland and Talbot County, Maryland is hereby approved and authorized to be executed by the appropriate public officials.


AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

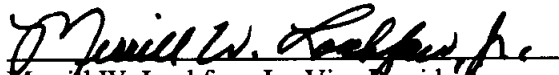
PASSED AND ADOPTED this 16th day of July, 2013.

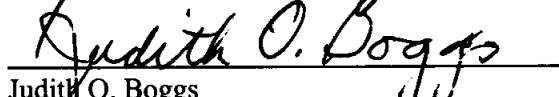
ATTEST:

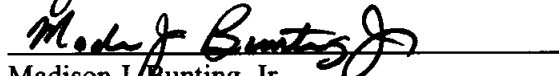

Harold L. Higgins
Chief Administrative Officer

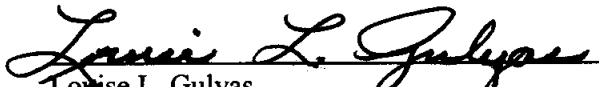
WORCESTER COUNTY COMMISSIONERS

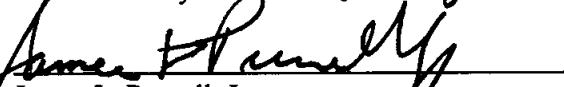

James C. Church, President


Merrill W. Lockfaw, Jr., Vice President


Judith O. Boggs


Madison J. Bunting, Jr.


Louise L. Gulyas


James L. Purnell, Jr.


Virgil L. Shockley

**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).

**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 6. 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.

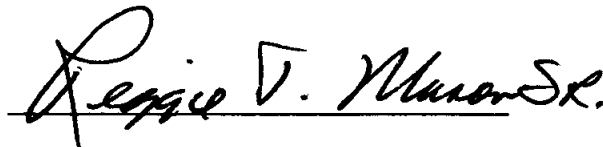
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AND
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Changes: Either law enforcement agency may suggest changes to this agreement at any time by notifying the Chief Law Enforcement Officer of the other jurisdiction.

Effective

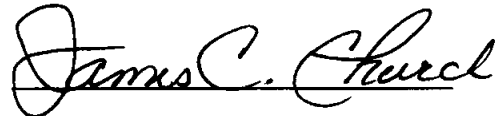
Date: This agreement will be effective when it is signed by all parties. It will remain in effect until either party cancels its participation by sending written notice 30 days prior to the cancellation to the Chief Law Enforcement Officer of the other jurisdiction.

APPROVED FOR WORCESTER COUNTY, MARYLAND



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

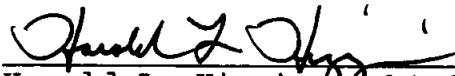
Date: 7/2/13



Mr. James C. Church, President
Worcester County Commissioners

Date: 7/16/13

ATTEST:



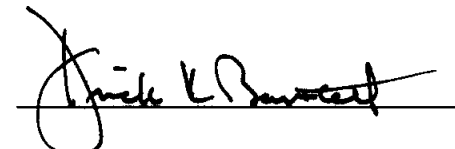
Harold L. Higgins, Chief Adm. Officer

APPROVED FOR TALBOT COUNTY, MARYLAND



Sheriff Dallas G. Pope
Talbot County Sheriff's Office

Date: 4/25/13



Mr. Dirck K. Bartlett, President
Talbot County Council

Date: 6.24.13