

THE EFFECTIVE DATE OF THIS RESOLUTION IS June 4, 2019

RESOLUTION NO. 19-13

RE: MUTUAL AID AGREEMENT LAW ENFORCEMENT

The County Council of Frederick County, Maryland, (the “Council”) and other governing bodies throughout Maryland and in other states, recognize it to be in the best interests of their citizens to enhance their preparedness to respond to emergency situations to the greatest extent possible.

The Annotated Code of Maryland, Criminal Procedure Article, §2-105, authorizes the County Executive and the County Council to enter into reciprocal mutual aid agreements with other counties, municipal corporations, and certain other entities with respect to law enforcement efforts and activities.

Frederick County has in the past entered into mutual aid agreements for law enforcement efforts and activities with several neighboring jurisdictions, which agreements remain in effect.

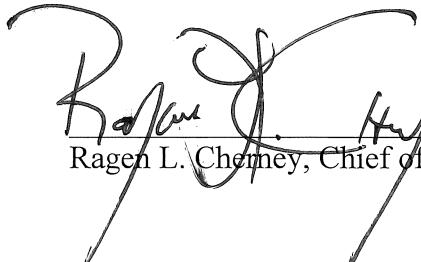
The Sheriff of Frederick County has requested that the County Executive and the County Council approve and execute a mutual aid agreement between the Frederick County Sheriff's Office and Frederick County, and the Town of Mount Airy and the Mount Airy Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND, that the Council hereby approves the mutual aid agreement for law enforcement with the Town of Mount Airy attached hereto as Exhibit A.

The undersigned hereby certifies that this Resolution was approved and adopted on the

4<sup>th</sup> day of June, 2019.

ATTEST:



Ragen L. Chemey, Chief of Staff

COUNTY COUNCIL OF  
FREDERICK COUNTY, MARYLAND

By:   
M. C. Keegan-Ayer, President

BS

# **MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID**

THIS MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID (hereinafter "Agreement" or "MOU"), made between the Frederick County Sheriff's Office and Frederick County, Maryland (hereinafter "the FCSO" and "the County"), Town of Mount Airy and the Mount Airy Police Department (hereinafter collectively "the Town" or "the MAPD"). The Frederick County Sheriff's Office and the MAPD shall hereinafter collectively be referred to as "the Parties".

## **WITNESSETH:**

WHEREAS, FCSO the MAPD is committed to providing professional law enforcement services for the citizens of Mount Airy; and

WHEREAS, the Parties are in agreement that the public interest is best served by law enforcement agencies working cooperatively to the greatest extent possible to provide prompt, effective, efficient and professional law enforcement services; and

WHEREAS, the Town has recently created MAPD to replace police coverage that has been provided by the Maryland State Police under the Resident Trooper Program; and

WHEREAS, the Town wishes to provide to its residents and businesses 24 hour a day police coverage within its borders, including those times when coverage will not be able to be provided by the MAPD because its officers are off duty or unavailable; and

WHEREAS, from time to time, the FCSO may need assistance outside of, but proximate to, the Town's boundaries and would benefit from assistance from the MAPD in those instances; and

WHEREAS, the FCSO and MAPD look to create and maintain an excellent working relationship between them, and therefore, enter into this MOU to provide mutual aid and cooperation as set forth and described herein in the best interest of the citizens of Frederick County, thereby providing the most effective and efficient use of law enforcement resources.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration which the Parties deem sufficient, the Parties do hereby agree as follows:

# I

## LAW ENFORCEMENT SERVICES

1. It is understood that the Town's geographic location, having its limits in Carroll and Frederick Counties, brings unique challenges regarding public safety. In the interest of public safety, the FCSO and MAPD agree to coordinate the provision of law enforcement services to the residents of the Town which are located within the boundaries of Frederick County during the hours when MAPD Officers are on or off duty or otherwise not available to respond to calls.
2. When an MAPD Officer is not on duty or available, the FCSO agrees to respond to all calls for service within the Town limits of Mount Airy which require a response in Frederick County.
3. FCSO Deputies will investigate crimes to which they have responded within the Town limits, and if the case is immediately solvable, arrest suspects at or near crime scenes. In all other cases, FCSO deputies will respond to calls for service and initiate an investigation that will be relinquished to the MAPD in a timely manner for further investigation. Exceptions to this agreement may include lengthy or rapidly-evolving investigations requiring significant FCSO resources, incidents related to on-going FCSO investigations, and any crime the Chief of the MAPD and the Frederick County Sheriff may agree upon.
4. The FCSO and MAPD agree to cooperate and share resources to advance an investigation for resolution and prosecution. Each party shall otherwise utilize its own equipment in responding to calls pursuant to this Agreement without reimbursement from the other.
5. The FCSO may request verbally or in writing that the MAPD provide police resources on a call-out basis to supplement the resources of the FCSO outside but proximate to the Town's limits.
6. Pursuant to Criminal Proceeding 2-102 (b)(1)(2)and (3), whenever a law enforcement officer of the MAPD is traversing any highway, road, street or alley outside of the Town's limits but within Frederick County, they may exercise their police powers without limitations as to jurisdiction when they are: participating in a joint investigation with FCSO officials; rendering assistance to another police officer; acting at the request of a police officer, or an emergency exists, and, they are acting in

accordance with their agency's regulations. (*This section does not authorize a police officer to enforce the Maryland Vehicle Law beyond the officer's sworn jurisdiction*).

7. The word emergency, as it is used in this agreement, may consist of an unruly person who, or a group which, demonstrates a potential for violence, of a hostage or barricaded subject situation, of a fire, flood, accident or other catastrophe, of a request for spontaneous backup assistance, or of a similar circumstance where prompt law enforcement action requiring at least one (1) law enforcement officer or specialized equipment is required.
8. Whenever a criminal, ordinance, or traffic violation occurs on property owned by the Town and located outside the limits of the Town, but within Frederick County, any law enforcement officer of the MAPD is authorized to act as a law enforcement officer. Whenever a criminal, ordinance or traffic violation occurs on property owned by Frederick County and located within the Town limits, any law enforcement officer of the FCSO is authorized to act as a law enforcement officer.
9. MAPD and FCSO law enforcement officers shall be permitted to act as law enforcement officers within Town limits and Frederick County on matters involving fresh pursuit pursuant to the Criminal Procedure Article of the Maryland Code, Title 2, Subtitle 301.
10. Pursuant to Criminal Procedure 2-102(3) MAPD and FCSO law enforcement officers are authorized to provide routine back up to each other in the Town or Frederick County without a request.
11. Each law enforcement department shall maintain command and control of its respective personnel under the overall command of the Incident Commander. Incident command and control, however, shall be maintained by the law enforcement officer designated to be Incident Commander by the law enforcement agency requesting aid in its jurisdiction, except while the responding department is the only department on scene. Each agency shall make decisions on the deployment of their own specialized tactics or units such as SWAT.
12. Participation in mutual aid pursuant to this Agreement shall not create any liability or financial responsibility for failure to respond to a request for assistance and shall not be a basis for civil liability in tort or in contract against a law enforcement agency requested to provide mutual aid under this MOU.

## II

### **WAIVER AND INDEMNITY**

Pursuant to the Maryland Code, Criminal Procedure Article (hereinafter “CP”), Section 2-105(e)(2), the Parties waive any and all claims against each other which may arise out of their activities outside their respective jurisdictions.

Pursuant to CP, Section 2-105(e)(2), each Party agrees to indemnify and save harmless the other Party to this Agreement 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 respective jurisdiction pursuant to this Agreement.

## III

### **INSURANCE**

Each party to this Agreement shall be responsible for maintaining liability insurance or self-insurance, including general liability and commercial automobile liability coverages, insuring themselves and any and all of their law enforcement officers and employees and providing defense and indemnity of and from claims for bodily injury, property damage, claims for invasion of privacy, defamation, false arrest, false imprisonment, malicious prosecution, abuse of process and for any and all civil liability for claims arising from law enforcement activities including but not limited to claims of use of excessive force and claims of Federal and State civil rights violations.

Each party to this Agreement shall maintain workers’ compensation insurance or self-insurance providing coverage for injuries, including death, to the party’s law enforcement officers and/or employees who are injured or die in the line of duty and/or within the scope of employment. Such coverage shall extend to any and all benefits that a Party may be legally obligated to pay to its employees or their survivors pursuant to the Maryland Workers’ Compensation Act.

Law enforcement officers and employees responding and policing outside their jurisdictions pursuant to this Agreement shall remain employees of their respective departments and shall not be employees of the requesting agency. Each party shall look to its own workers’ compensation insurance to compensate law enforcement

officers and employees injured while policing or operating outside of their jurisdictions pursuant to this Agreement, or to their survivors in the event of death, and shall not look to the requesting agency's workers' compensation insurance for such compensation.

Each party shall furnish to the other party a certificate of insurance as proof of the coverages that that party is to maintain under paragraphs. 11 and 12 above upon signing this Agreement and at such other times as the Parties may reasonably request of each other. The certificates shall require 30 days advance notice prior to cancellation or termination of such insurance to the certificate holder.

## **IV**

### **PERIODIC REVIEW**

Representatives of the Parties will meet periodically to review this MOU and make such modifications as may be deemed necessary. This MOU does not conflict with nor affect any current Memorandum of Understandings between the FCSO, County, Town, and MAPD.

## **V**

### **MISCELLANEOUS TERMS**

In the event of a dispute between or among the Parties to this Agreement, the parties shall submit same to binding arbitration before a single arbitrator to be agreed upon by the Parties or, if unable to agree, by a panel of three arbitrators whereby each Party shall select an arbitrator who shall thereupon select the third neutral arbitrator. Each Party shall bear the cost of the arbitrator that it selected but shall split evenly the fees and costs of a single arbitrator or, in the case of a three-member panel, the third neutral arbitrator. Either party may demand arbitration by sending a demand in writing to the other. The Parties shall have 30 days to agree upon an arbitrator. If after 30 days, the Parties are unable to agree upon a single arbitrator, each Party shall select an arbitrator by providing notice of the identity of the selection to the other Party in writing within five days thereafter. If either party fails to timely select an arbitrator, the matter shall proceed with a single arbitrator selected by the party that timely selected an arbitrator. The two arbitrators shall thereupon select the neutral arbitrator within 5 days thereafter. Arbitrators may be attorneys licensed to practice in the State of Maryland for at least 10 years or shall be law enforcement

professionals with at least 10 year's experience. Arbitration will proceed not later than 90 days after the arbitrator(s) are selected without the right of discovery. The formal rules of evidence shall not apply.

Written notices required under this Agreement may be made by certified mail return receipt requested or by electronic mail. Notice is complete upon receipt. Notice to the MAPD shall be made to the MAPD Chief of Police and upon the FCSO to the Frederick County Sheriff.

This Agreement shall be governed under the laws of the State of Maryland, both in its construction and performance.

This Agreement represents the entire agreement among the parties and there are no further promises or representations except those that are set forth herein. This Agreement may not be modified except by means of a writing signed by the parties.

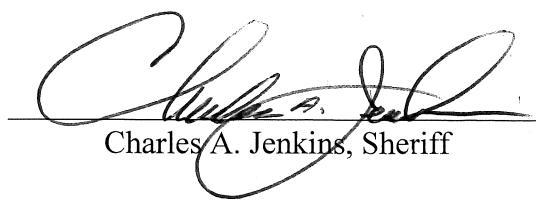
## VI

## TERMINATION

This Memorandum of Understanding may be terminated by the Parties upon written notice from one agency to the other.

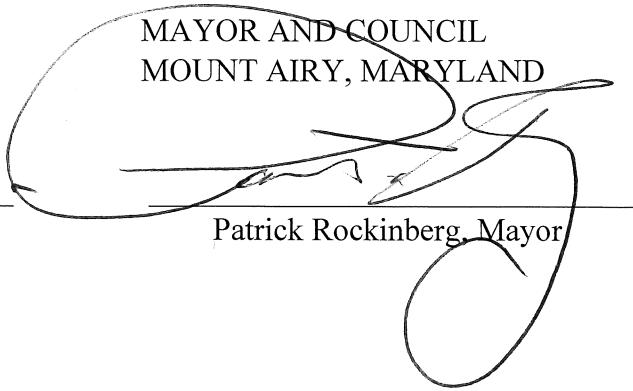
IN WITNESS, THEREOF the parties have executed this Memorandum of Understanding on the 4th day of June, 2019.

FREDERICK COUNTY  
SHERIFF'S OFFICE



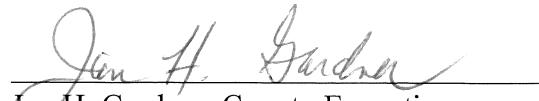
Charles A. Jenkins, Sheriff

MAYOR AND COUNCIL  
MOUNT AIRY, MARYLAND

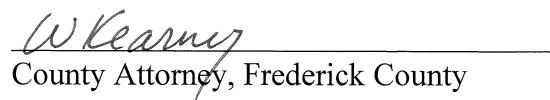


Patrick Rockinberg, Mayor

FREDERICK COUNTY, MARYLAND

  
Jan H. Gardner, County Executive  
WK 4/30/19

Reviewed for form

  
W. Kearney  
County Attorney, Frederick County

APPROVED BY THE FREDERICK COUNTY  
COUNCIL  
RESOLUTION # 19-13

DATE: 6/4/19

Reviewed for form

  
Attorney, Town of Mount Airy