

THE EFFECTIVE DATE OF THIS RESOLUTION IS August 20, 2024

RESOLUTION NO. 24-28

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.

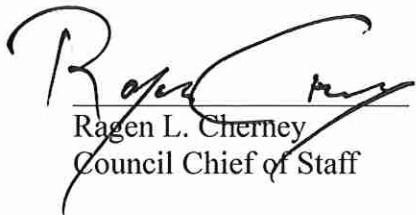
The Sheriff of Frederick County has requested that the County Executive and the County Council approve and execute an updated Mutual Aid Agreement between the Frederick County Sheriff's Office and Frederick County, and the Thurmont Police and the Town of Thurmont.

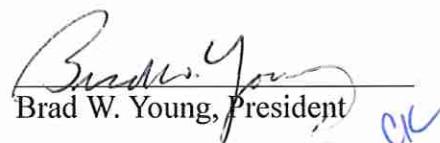
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND, that the Council hereby approves the Mutual Aid Agreement for law enforcement with the Town of Thurmont attached hereto as Exhibit A.

The undersigned hereby certifies that this Resolution was approved and adopted on the
20th day of August, 2024.

ATTEST:

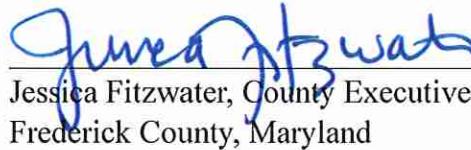
COUNTY COUNCIL OF
FREDERICK COUNTY, MARYLAND


Ragen L. Cherney
Council Chief of Staff

By: 
Brad W. Young, President


Received by the County Executive on August 29, 2024

COUNTY EXECUTIVE ACTION: Approved Vetoed No Action


Jessica Fitzwater, County Executive
Frederick County, Maryland

8/29/24
Date

AGREEMENT OF MUTUAL AID

BETWEEN THE SHERIFF AND COUNTY EXECUTIVE OF FREDERICK COUNTY,
MARYLAND,
AND THE MAYOR AND BOARD OF COMMISSIONERS OF THURMONT,
MARYLAND

WHEREAS, the Sheriff of Frederick County, Maryland and the County Executive of Frederick County, Maryland ("County") and the Mayor and Board of Commissioners of the Town of Thurmont, Maryland ("Town") both realize and agree that the public interest is served best by law enforcement agencies which cooperate to the greatest extent possible to provide prompt, effective, efficient, and professional law enforcement services; and

WHEREAS, Law enforcement officers of the County and of the Town are trained and certified in current law enforcement techniques and have successfully completed the courses of instruction which have been prescribed by the Maryland Police Training Commission pursuant to Public Safety Article §§ 3-201 to 3-218 of the Maryland Code;

WHEREAS, Law enforcement administrators of the County and the Town are aware that emergency situations have developed from time to time both at locations and at times either in the County or in the Town when sufficient law enforcement resources were not immediately available to enable law enforcement officers to render prompt, effective, efficient, and professional services to the public; and

WHEREAS, elected officials and law enforcement administrators of the County and of the Town desire to extend prompt, effective, efficient, and professional law enforcement services to the public, both in the County and in the Town, to the extent law enforcement resources are available; and

WHEREAS, The General Assembly of Maryland enacted Criminal Procedure Article §2-105 of the Maryland Code, which allows counties and municipalities to enter into "Police Mutual Aid Agreements" (as defined therein).

NOW, THEREFORE, the County and the Town, by and through their respective authorized and undersigned elected officials and law enforcement administrators do enter into this Police Mutual Aid Agreement ("Agreement") and do hereby agree:

1. The word "Emergency," as it is used in this Agreement, means a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate

action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act. The term "Emergency," as used in this Agreement, does not include routine requests for backup for traffic, ordinance, or criminal violations that do not call for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act.

2. Whenever, in the judgment either of the Chief of Police of the Town or the Sheriff of the County, or, in the event of his absence or unavailability, any other law enforcement officer designated either by the Chief of Police of the Town or by the Sheriff of the County, an Emergency occurs and the law enforcement agency in the jurisdiction where that emergency occurs does not have sufficient law enforcement officers, equipment, or facilities immediately available to resolve properly that emergency, the designated law enforcement official may request assistance in the form of law enforcement officers, equipment, or facilities from the other jurisdiction. The request may be verbal or in writing, and shall be directed to either the Chief of Police of the Town or to the Sheriff of the County, or, in the event of their absence or unavailability, to any other law enforcement officer designated either by the Chief of Police of the Town or by the Sheriff of the County. If, in the judgment of the designated law enforcement official of the jurisdiction to whom the request has been made, the law enforcement officers, equipment, or facilities requested are available, such resources shall be dispatched as requested and such law enforcement officers shall take their orders from the law enforcement officer initiating said request.

3. No prior written request or authorization is required with regard to routine requests from dispatch such as assistance as a backup for traffic, K.9-scan or search, ordinance, criminal violations that do not call for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act. Law enforcement officer(s) of either jurisdiction are hereby authorized to provide such routine backup assistance in the other jurisdiction.

4. Whenever any law enforcement officer of the County or the Town is traversing, while on official duty, any highway, road, street, or alley either in the County or in the Town and observes any crime in progress either in the County or in the Town, that law enforcement officer is authorized to act as a law enforcement officer pursuant to this Agreement.

5. Whenever a criminal, ordinance, or traffic violation occurs on property owned by the Town and located outside the corporate limits of the Town, but within the County, any law enforcement officer of the Town is authorized to act as a law enforcement officer.

6. Whenever a Town officer is on duty on any highway, road, street, or alley within Frederick County, and observes a violation(s) of the Maryland Motor Vehicle Law, and;

- A. The officer observes signs of driver impairment, or severe negligent driving;
- B. The officer determines the driver is posing an immediate safety risk to themselves or the public around them; and
- C. The officer communicates their location and intention to attempt a stop with emergency communications, requesting a unit with primary jurisdiction to start to their location.

Then the Town officer is authorized to act as a law enforcement officer and initiate the traffic stop for the observed motor vehicle law violations. The Town officer will defer the traffic stop to the primary jurisdiction once they arrive. If the primary jurisdiction is unable to respond or take over the traffic stop, the Town officer will be authorized to enforce any determined violations of the motor vehicle law as a law enforcement officer pursuant to this Agreement.

7. The manner of providing assistance, as it is set forth in this Agreement, shall not affect the authority granted to law enforcement officers in matters involving fresh pursuit as provided in Criminal Procedure Article §2-301 of the Maryland Code.

8. Pursuant to Criminal Procedure Article, §2-105(c)(1) and §2-105(c)(2) of the Maryland Code, the parties to this Agreement acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers or other officers, agents, or employees, and the expenditures either made by the County or by the Town shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the County or the Town, when acting through its policemen or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the County or by the Town to the same extent when either is so acting, under this Agreement or under other lawful authority, beyond its territorial limits.

9. Pursuant to Criminal Procedure Article §2-105(c)(3) of the Maryland Code, the parties to this Agreement acknowledge that the law enforcement officers and other officers, agents, and employees of the County or of the Town, when acting under this Agreement or under

other lawful authority beyond the territorial limits of the County or of the Town by which they are commissioned or employed, have the immunity from liability as described in Courts and Judicial Proceedings Article §5-612 of the Maryland Code, and exemptions from laws, ordinances, and regulations and have all of the pension, relief, disability, worker's compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the County or of the Town by which they are commissioned or employed. However, the jurisdiction by which any person is employed shall bear all costs for his pension, relief, disability, worker's compensation, and other benefits referred to in this paragraph.

10. Pursuant to Criminal Procedure Article, §2-105(e)(2) of the Maryland Code, each of the parties to this Agreement (i) waive any and all claims against the other party to this Agreement which may arise out of its activities outside its respective jurisdiction under this Agreement; and (ii) 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 to this Agreement, outside its respective jurisdiction under this Agreement.

11. Nothing in this Agreement shall preclude any jurisdiction from entering into similar agreements with other jurisdictions.

12. When an Emergency pursuant to this Agreement occurs, this Agreement shall supersede any other memoranda of understanding that may conflict with this Agreement.

13. All assistance rendered under this Agreement shall be provided without reimbursement by either party, unless otherwise provided by law or contract.

14. The parties may jointly pursue recovery of any expenditures made or losses sustained because of the negligence or willful acts of a third party.

15. This Agreement shall become effective immediately upon its enactment into law by the party jurisdictions or by the operation of law upon execution.

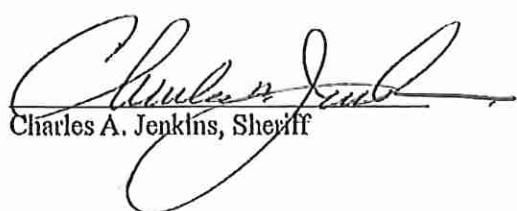
16. This Agreement shall remain in effect until it is canceled either by the County or by the Town by written notice either from the Frederick County Council or from the Mayor and Board of Commissioners of the Town.

17. If any part or provision of this Agreement or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Agreement which can be given

effect without the invalid provision or application, and for this purpose the provisions of this Agreement are declared severable.

SIGNED THIS 26th DAY OF November, 2024

Sheriff
Frederick County, Maryland



Charles A. Jenkins, Sheriff

County Executive
Frederick County, Maryland



Jessica Fitzwater, County Executive

Reviewed for form and legal sufficiency

Catherine Keller
Assistant County Attorney
Frederick County Attorney

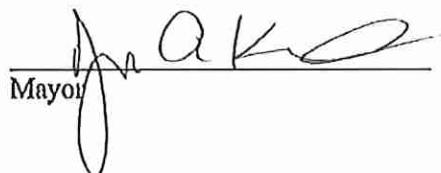
Approved by Resolution No. _____
Frederick County Council
Date: _____

Thurmont Police Chief
Thurmont, Maryland



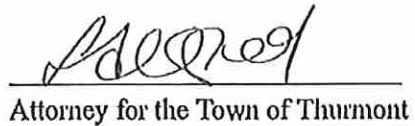
Dan Clark
Chief of Police

Mayor and Board of Commissioners
Thurmont, Maryland



John A. Kline
Mayor

Reviewed for form and legal sufficiency



Michael J. Miller
Attorney for the Town of Thurmont