

THE EFFECTIVE DATE OF THIS RESOLUTION IS October 6, 2015

RESOLUTION NO. 15-22

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 Baltimore City and the Baltimore 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 City of Baltimore attached hereto as Exhibit A.

The undersigned hereby certifies that this Resolution was approved and adopted on the  
6<sup>th</sup> day of October, 2015.

ATTEST:

Ragen L. Cherney  
Ragen L. Cherney  
Council Chief of Staff

COUNTY COUNCIL OF  
FREDERICK COUNTY, MARYLAND

By: Bud Otis  
Bud Otis, President  
WC 10/6/15

**MUTUAL AID AGREEMENT  
BETWEEN  
FREDERICK COUNTY, MARYLAND, THE  
FREDERICK COUUNTY SHERIFF'S OFFICE, AND  
THE CITY OF BALTIMORE, MARYLAND, AND  
THE BALTIMORE POLICE DEPARTMENT**

**THIS MUTUAL AID AGREEMENT**, made this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between **FREDERICK COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE** and **COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND**, (collectively, "FREDERICK COUNTY"), the **FREDERICK COUNTY SHERIFF'S OFFICE** ("FCSO"), the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland (the "CITY"), and the **BALTIMORE POLICE DEPARTMENT**, an agency and instrumentality of the State of Maryland ("BPD").

**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.

**WHEREAS**, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to ensure effective, and professional police services are maintained by sharing resources between communities/jurisdictions during an emergency.

**WHEREAS**, the City, BPD, Frederick County and the FCSO anticipate that circumstances may arise in their respective jurisdictions where there is a need for outside assistance in the form of law enforcement personnel and equipment.

**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.

**WHEREAS**, Section 2-102 (b)(1) of the Criminal Procedure Article of the Maryland Annotated Code states, in pertinent part, the following: "[s]ubject to the limitations of paragraph (3) of this subsection, a police officer may make arrests, conduct investigations, and otherwise enforce the laws of the State throughout the State without limitations as to jurisdiction."

**WHEREAS**, Section 2-102(b)(3) of the Criminal Procedure Article of the Maryland Annotated Code states, in pertinent part, the following: "(3) A police officer may exercise the powers granted by this section when: (i) 1. the police officer is participating in a joint investigation with officials from another state, federal, or local law enforcement unit, at least one of which has local jurisdiction; 2. the police officer is rendering assistance to another police officer; 3. the police officer is acting at the request of a police officer or State Police officer; or 4. an emergency exists; and (ii) the police officer is acting in accordance with regulations adopted by the police officer's employing unit to carry out this section."

**WHEREAS**, Section 2-105 (e)(1) of the Criminal Procedure Article of the Maryland Annotated Code states, in pertinent part, the following: "The governing body of a county or municipal corporation or the Maryland-National Capital Park and Planning Commission may make a reciprocal agreement for the period that it considers advisable with the District of

Columbia or a county, municipal corporation, or the Maryland-National Capital Park and Planning Commission, within or outside the State, and establish and carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment as provided in subsection (b) of this section.”

**WHEREAS**, the Commissioner of BPD, pursuant to Public Local Laws §16-7(11) has the authority “[t]o make and execute contracts and other instruments as may be authorized in the exercise and performance of the powers vested in him and the Department . . .”

**WHEREAS**, the City and Frederick County enter into this Agreement to provide Mutual Aid, pursuant to the authority granted by Section 2-105(e)(1) of the Criminal Procedure Article of the Maryland Annotated Code.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, Frederick County, FCSO, the City, and the BPD do hereby agree as follows:

1. The foregoing recitals are hereby incorporated into, and made a part of this Agreement.
2. Whenever any of the conditions set forth in Section 2-102(b)(3) of the Criminal Procedure Article of the Maryland Annotated Code exists, and in the judgment of the SHERIFF OF FCSO (or designee) and the Commissioner of BPD (or designee) outside assistance is needed, each party may request assistance in the form of police personnel or equipment from the other jurisdiction.
3. Whenever practicable, the Commissioner of BPD (or designee) shall consult with the presiding officials of the City before requesting assistance or mutual aid under this Agreement. However the failure of the Commissioner of BPD (or designee) to consult with the presiding officials of the City does not make a request for assistance invalid.
4. Any request for assistance or mutual aid shall be directed to the Commissioner BPD (or designee), or the Sheriff of FCSO (or designee). The request shall describe in detail the nature of the circumstance meeting any of the conditions under Section 2-102(b)(3) of the Criminal Procedure Article of the Maryland Annotated Code, the number of police officers and the amount and type of equipment needed, and a reasonable estimate of the length of time they will be needed. If the request is made orally, it shall be confirmed in writing as soon as practicable.
5. A request for assistance will be evaluated by the responding agency's Commissioner/Sheriff (or designee), based on the circumstances of the request, and the capacity of the responding agency to provide the requested aid, while providing adequate services to the residents of the responding jurisdiction. The responding agency will engage in good faith efforts to provide necessary support to the requesting agency.
6. The Sheriff of FCSO (or designee) or the Commissioner BPD (or designee) shall have the authority to terminate their participation in meeting any request for assistance or mutual aid, at any time when circumstances are such that continued participation is deemed not in the best interest of either Frederick County or the City. However, the Sheriff of FCSO (or designee) or the Commissioner BPD (or designee) covenant to engage in good faith discussions with the other party, when feasible, before terminating any participation in response to a request for assistance or mutual aid.

7. In the circumstances where Frederick County or the City wish to terminate this Agreement, that party shall provide written notice to the other party, thirty (30) days prior to the proposed date of termination. Written notice of termination may be accomplished by email.
8. The Sheriff of FCSO (or designee) and the Commissioner of BPD (or designee) shall have the sole authority to determine, for their respective Departments, the personnel and equipment, if any, available for assistance or mutual aid.
9. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize the Sheriff of FCSO to "deputize" the law enforcement officers of BPD as officers and deputies of FCSO.
10. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize the Commissioner of BPD to "deputize" the law enforcement officers/deputies of FCSO as officers and deputies of BPD.
11. The manner of providing assistance, as set forth in this Agreement, shall be in addition to, and shall not limit, the authority granted police officers in matters involving fresh pursuit as provided in Section 2-301 of the Criminal Procedure Article or the powers granted by Sections 5-801, 5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article of the Maryland Annotated Code.
12. Pursuant to Section 2-105(c), of the Criminal Procedure Article of the Maryland Annotated Code, Frederick County and the City acknowledge that any and all acts performed in furtherance of, or pursuant to, this Agreement by any police, deputies other public officials, or employees of Frederick County and the City shall be deemed to be for a public and governmental purpose.
13. This Agreement shall not be construed as a waiver of any immunity from tort liability, statutory, common law or otherwise, enjoyed by Frederick County, the City, the Sheriff of FCSO, the Commissioner of BPD, any police officer or deputy covered by this Agreement, or any employee of Frederick County or the City.
14. Pursuant to Section 2-105(c)(3) of the Criminal Procedure Article of the Maryland Annotated Code, Frederick County and the City acknowledge that their officers, agents and employees, when acting in furtherance of the authority of this Agreement beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, have all the immunities from liability described in Section 5-612 of the Courts & Judicial Proceedings Article of the Maryland Annotated Code, and exemptions from laws, ordinances and regulations, and all the same pension, relief, disability, workers' compensation, and other benefits enjoyed by them, to which these police officers, deputies and employees are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.
15. Frederick County, FCSO, the City, and BPD each acknowledge that they shall only be responsible for all the pension, relief, disability, workers' compensation, other benefits and death claims of their own employees that may arise out of performance of this Agreement.

16. The Sheriff of FCSO and the Commissioner of BPD each acknowledge that he or she shall be solely responsible for the discipline of any police officer (under their respective commands) who may commit misconduct while taking law enforcement action under this Agreement. Upon learning of the facts and circumstances comprising potential misconduct by a law enforcement officer under their command committed within the jurisdiction of the other party, the Sheriff of FCSO (or designee) and the Commissioner of BPD (or designee) shall immediately (within twenty four (24) hours) notify the other party of the facts and circumstances comprising potential misconduct. Again, notification by email is deemed sufficient under this Agreement.
17. A police officer/deputy who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit (the unit acting beyond its boundaries).
18. Pursuant to Section 2-105 of the Criminal Procedure Article of the Maryland Annotated Code, Frederick County and the City each agree to the following:
  - (a) To waive any and all claims that are against the other parties to this Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and
  - (b) To indemnify and hold harmless the other parties to this 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.
19. Frederick County, FCSO, the City, and BPD each agree to cooperate fully with the other party in the defense of claims, pursuant to the indemnifications of Paragraph 18(b) above. This cooperation will include, but is not limited to, the following:
  - (a) Immediate notification to the other party of any accident, incident or enforcement action resulting in personal injury, 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.
20. Senior ranking personnel (and their contingent) responding to a request for assistance or for mutual aid under this Agreement shall report to the senior police officer of the agency requesting assistance or mutual aid, and Unified Command will be established. Command officers of the responding agency will work closely with command officers of the requesting agency in addressing their IAP's (Incident Action Plans), goals, objectives, and operational needs, and in determining parameters regarding deployment of assets. Overall command of the operation will reside in the senior police officer of the requesting agency.
21. Radio communication between the jurisdictions shall be coordinated through the Communications Section of the requesting agency.
22. A responding police officer/deputy who is providing assistance or mutual aid under this Agreement shall use the forms and reports of the requesting agency. Any responding police officer/deputy who makes an arrest shall transfer the arrestee to the custody of a police officer of the requesting agency for processing, in accordance with the procedures of the requesting agency. Any report that is filed by a responding police officer to a

requesting agency is deemed sufficient notice to the Sheriff of FCSO or the Commissioner of BPD under Section 2-102(c)(1) of the Criminal Procedure Article of the Maryland Annotated Code.

23. This Mutual Aid Agreement authorizes a police officer/deputy who is providing assistance or mutual aid beyond the officer's sworn jurisdiction, to enforce the Maryland Vehicle Law within the territorial jurisdiction of the requesting/receiving county or municipal corporation.
24. This Agreement shall be governed by the laws of the State of Maryland.
25. Any notification permitted under this Agreement shall be made to the parties listed below:

<b>FOR FREDERICK COUNTY:</b> Jan H. Gardner County Executive 12 East Church Street Frederick, MD 20701 Email:jgardner@frederickcountymd.gov	<b>FOR THE CITY:</b> Stephanie Rawlings-Blake Mayor City Hall 100 N. Holliday Street Baltimore, MD 21202 Email: Stephanie.Rawlings-Blake@baltimorecity.gov
<b>FOR FCSO:</b> Sheriff Charles A. Jenkins 110 Airport Drive East Frederick, MD 21701 Email: cjenkins@frederickcountymd.gov	<b>FOR BPD:</b> Kevin Davis Commissioner of the Baltimore Police Department 601 East Fayette Street Baltimore, MD 21202 Email: Kevin.Davis@baltimorepolice.org

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

ATTEST:

**MAYOR AND CITY COUNCIL OF  
BALTIMORE**

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## CUSTODIAN OF THE CITY SEAL

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BY: STEPHANIE RAWLINGS-BLAKE, MAYOR

BY: BERNARD C. "JACK" YOUNG, PRESIDENT  
BALTIMORE CITY COUNCIL

APPROVED BY THE BOARD OF ESTIMATES

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CLERK DATE

ATTEST:

## FREDERICK COUNTY

BY: JAN H. GARDNER  
JAN H. GARDNER, COUNTY EXECUTIVE  
ML 9/22/15

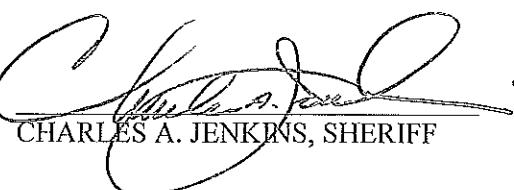
APPROVED BY THE FREDERICK COUNTY  
COUNCIL  
RESOLUTION #

DATE:

POLICE DEPARTMENT OF BALTIMORE  
CITY

BY: KEVIN DAVIS, INTERIM POLICE  
COMMISSIONER

FREDERICK COUNTY SHERIFF'S  
OFFICE

BY:   
CHARLES A. JENKINS, SHERIFF

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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MARK DEWIRE  
CHIEF CITY SOLICITOR  
CITY OF BALTIMORE, DEPARTMENT OF LAW

APPROVED AS TO FORM:

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SENIOR ASSISTANT COUNTY ATTORNEY  
FREDERICK COUNTY, MARYLAND