

Police Mutual Aid Agreement

Pursuant to the authority conferred in §2-105 *et seq* of the Criminal Procedure Article of the Annotated Code of Maryland, Anne Arundel County, Maryland and the Board of County Commissioners of Calvert County, Maryland do hereby enter into this Police Mutual Aid Agreement, the same to be effective upon execution of both parties.

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

WHEREAS, the law enforcement officers of Anne Arundel County, Maryland and of Calvert County, Maryland, may from time to time need assistance which cannot be met through use of sworn personnel from their own departments; and

WHEREAS, portions of the territories of the parties hereto are contiguous, and these jurisdictions experience similar law enforcement problems; and

WHEREAS, law enforcement officials of the parties hereto are aware from time to time emergency situations have developed at location and at times when sufficient resources were not available to enable law enforcement officers to render prompt, effective and professional service to the public; and

WHEREAS, elected officials and law enforcement officials of the parties hereto are desirous of providing prompt, effective and professional law enforcement to the extent that resources are available.

NOW, THEREFORE, The undersigned elected and law enforcement officials of Anne Arundel County, Maryland and Calvert County, Maryland do hereby agree as follows:

- I. Definitions. For purposes of this Agreement, the following words or phrases have the meanings indicated
 - A. "Designated officer" shall mean either
 1. the Chief of Police of Anne Arundel County Police Department or the Sheriff of Calvert County, or
 2. in the event that either of the above officials is absent or unavailable, the highest ranking officer on duty in said official's department, or

3. any other officer designated by either official, by written notice, to act for that official's department.
- B. "Department shall mean either the Anne Arundel County Police Department or the Calvert County Sheriffs Office.
 - C. "Emergency" shall mean an unruly person or group that demonstrates a Potential for violence; a hostage situation; or the perceived need for a "back up" where prompt police action requiring more than one officer or specialized equipment is required.

II. Request for Assistance.

- A. Whenever, in the judgment of the designated officer, an emergency situation occurs, and the department in the jurisdiction where the emergency occurs does not have sufficient personnel or equipment immediately available to properly respond to the emergency, the designated officer may request assistance in the form of personnel and/or equipment from the other department.
- B. The request for assistance shall be directed to the designated officer of the other department.
- C. If in the judgment of the designated officer receiving such request an emergency does exist, and the personnel and/or equipment requested are available, assistance may be dispatched as requested. The rendering of assistance under the terms of this Agreement shall not be mandatory, but shall be within the sole discretion of the designated officer of the party receiving a request for assistance.
- D. Request for assistance from the Anne Arundel County Police Department should usually emanate from the Anne Arundel County Police Department Communications Section. Request for assistance from the Calvert County Sheriffs Office should usually emanate from the Calvert Control Center or the Calvert County Sheriffs Office.

III. Forms of Assistance.

- A. The assisting officer(s) shall be used to respond to the emergency call (s) for service as a backup unit for the minimum amount of time necessary to resolve the emergency situation.
- B. The assisting jurisdiction may unilaterally withdraw its personnel at any time after notifying the requester of such action.

- C. Officers who are dispatched into another jurisdiction pursuant to this agreement shall remain under the exclusive direction, supervision, and control of their respective departments and will follow their own agencies rules, regulations, and manual of procedure.
- D. The assisting officer(s) shall not become involved with matters other than those pertaining to the original call for service.
- E. The assisting officers shall not make arrest outside of their jurisdiction unrelated to the incident or the request of assistance at hand.

IV. Fresh Pursuit Not Affected. The manner of providing assistance, as set forth in this Agreement shall not affect the authority granted police officer in matters involving fresh pursuit as provided in §2-301 *et seq* of the Criminal Procedure Article of the Annotated Code of Maryland.

V. Governmental Purpose and Immunity of Parties. Pursuant to CP 2-105 of the Criminal Procedure of the State of Maryland, the parties acknowledge that:

- A. the acts performed in furtherance of this agreement by law enforcement officers or other officers, agents or employees and the expenditures made by each jurisdiction under this Agreement shall be deemed conclusively to be for a public and governmental purpose.
- B. all of the immunities from liability enjoyed by each jurisdiction when acting through its law enforcement officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdiction to the same extent when it is so acting, pursuant to other lawful authority and / or agreement, beyond the territorial limits of the jurisdiction.

VI. Immunity of Law Enforcement Officers. Pursuant to §2-105 of the Criminal Procedure Article of the Annotated Code of Maryland, the parties acknowledge that the law enforcement officers, agents and employees of the parties, when acting in furtherance of statutory authority or this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed, have the immunity from liability described under Maryland Code Annotated, Courts & Judicial Procedures Article, §5-612 (Anne Arundel County Police), Maryland Code Annotated, Courts & Judicial Procedures Article, §5-522 (Calvert County Sheriffs Office), Maryland Tort Claims Act, Maryland Code Annotated, St. Govt. Article, §12-101 *et seq* (Calvert County Sheriffs Office), Local government Tort Claims Act, §5-301, *et seq.*, of the Courts and Judicial Proceedings Article, Maryland Code Annotated (Anne Arundel County), and exemptions from laws, ordinance and regulations and have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their

respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

- VII. Waiver of Claims and Indemnification. Pursuant to §2-105 *et seq* of the Criminal Procedure Article of the Annotated Code of Maryland, each of the parties to this Agreement
- A. agrees to waive any and all claims against the other party which may arise out of its activities outside its respective jurisdiction under this Agreement; and
 - B. to the extent of available insurance coverage and/or appropriated funds, shall 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, including travel, of the other party in responding to a request or rendering assistance outside it respective jurisdiction under this agreement; and
 - C. agrees that it is self-insured, or will acquire and maintain adequate comprehensive general liability and automobile liability insurance including bodily and personal injury and property damage coverage, to meet its obligations hereunder.
- VIII. Defense of Claims. Each party to this agreement agrees to fully cooperate with the other party in the defense of claims pursuant to the indemnification provisions of paragraph VII. This cooperation will include, but is not limited to the following:
- A. Immediate notification to the other party if any accident or incident resulting in personal injury, damage or having the potential for liability.
 - B. Permission for a party to this agreement to conduct a parallel, independent investigation of any accident or incident.
 - C. Providing personnel, records, and equipment necessary to the purpose of the defense of any claim or suit.
- IX. Duration of Agreement. This Agreement shall remain in effect until it is terminated. Either party may terminate this agreement upon ten (10) days written notice to the other party.

THIS AGREEMENT, Made and entered into this _____ day of _____, 2011, by and between Anne Arundel County, Maryland, and Calvert County, Maryland.

WITNESSETH:

3-4-11

Anne Arundel County, Maryland

APPROVED FOR FORM AND LEGAL SUFFICIENCY

J. T. [Signature], Sr. Ass't Co. Atty
County Attorney

By: [Signature]
Chief Administrative Officer

[Signature]
Chief of Police

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND

APPROVED FOR FORM AND LEGAL SUFFICIENCY

[Signature]
County Attorney

By: [Signature]
Susan E. Shaw, President

[Signature]
Sheriff