

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2015, Legislative Day No. 32

Resolution No. 37-15

Introduced by Mr. Walker, Chairman
(by request of the County Executive)

By the County Council, July 20, 2015

1 RESOLUTION to ratify a mutual aid agreement for police protection between Howard
2 County, Maryland and Anne Arundel County, Maryland

3
4 WHEREAS, one of the purposes of County government is to provide police
5 protection; and

6
7 WHEREAS, it is in the public interest that police departments throughout the State of
8 Maryland and the United States cooperate to the greatest extent possible to provide
9 prompt, effective, and professional police services; and

10
11 WHEREAS, the Criminal Procedure Article, § 2-105, of the State Code authorizes
12 the governing body of a county to make a reciprocal agreement with the governing
13 body of another jurisdiction, within or outside the State, to establish and carry out a
14 plan to provide mutual aid, under certain circumstances, by police officers, other
15 officers, agents and employees, along with necessary equipment; and

16
17 WHEREAS, portions of the territories of Howard County and Anne Arundel County
18 are contiguous and these counties experience similar law enforcement problems; and

19
20 WHEREAS, all police officers of Howard County and police officers of Anne
21 Arundel County are trained in current law enforcement techniques and have
22 completed a course of training prescribed by the Maryland Police Training
23 Commission pursuant to the Public Safety Article, § 3-201 *et seq.*, of the State Code;
24 and

25
26 WHEREAS, police officials of Howard County and police officials of Anne Arundel
27 County are aware that from time to time emergency situations have developed at
28 locations and times in either county when sufficient police resources were not
29 immediately available to enable police to render prompt, effective, and professional
30 service to the public; and

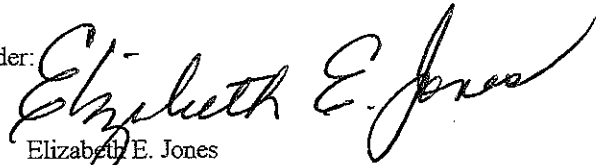
31
32 WHEREAS, elected officials and police officials of Howard County and the elected
33 officials and police officials of Anne Arundel County are desirous of extending
34 prompt, effective, and professional police service to the public in both counties to the
35 extent that policing resources are available; now, therefore, be it

1
2 *Resolved by the County Council of Anne Arundel County, Maryland*, hereby ratifies the
3 Mutual Aid Agreement entered into between Howard County, Maryland and Anne Arundel
4 County, Maryland, on behalf of their respective police departments, and attached hereto as
5 Exhibit A; and be it further

6
7 *Resolved*, That a copy of this Resolution be sent to Steven R. Schuh, County Executive,
8 and to Timothy J. Altomare, Chief of Police, Anne Arundel County.

READ AND PASSED this 20th day of July, 2015

By Order:



Elizabeth E. Jones
Administrative Officer

I HEREBY CERTIFY THAT RESOLUTION NO. 37-15 IS TRUE AND CORRECT AND DULY ADOPTED
BY THE COUNTY COUNCIL OF ANNE ARUNDEL COUNTY.



Jerry Walker
Chairman

MUTUAL AID AGREEMENT



MUTUAL AID AGREEMENT
BETWEEN
HOWARD COUNTY, MARYLAND,
ON BEHALF OF THE
HOWARD COUNTY DEPARTMENT OF POLICE
AND



ANNE ARUNDEL COUNTY, MARYLAND,
ON BEHALF OF THE ANNE ARUNDEL COUNTY POLICE DEPARTMENT

HOWARD COUNTY DEPARTMENT OF POLICE
- GARY L. GARDNER, CHIEF OF POLICE -

ANNE ARUNDEL COUNTY POLICE DEPARTMENT
- TIMOTHY J. ALTOMARE, CHIEF OF POLICE -

MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into on this 3rd day of Feb. 2015, under the authority of the Maryland Annotated Code, Criminal Procedure Article § 2-105, between Anne Arundel County, Maryland, a body corporate and politic, on behalf of the Anne Arundel County Police Department (hereinafter "Anne Arundel County"), and Howard County, Maryland, a body corporate and politic, on behalf of the Howard County Department of Police (hereinafter "Howard County").

WHEREAS, the parties realize and affirm that the public interest is served best when law enforcement agencies cooperate to the greatest extent possible to provide prompt, effective, efficient, and professional law enforcement services; and,

WHEREAS, the law enforcement officers of Howard County and Anne Arundel County are trained and certified in accordance with the Maryland Police Training Commission pursuant to the Maryland Annotated Code, Public Safety Article § 3-209; and,

WHEREAS, the law enforcement administrators of Howard County and Anne Arundel County are aware that situations have developed in the past from time to time in both jurisdictions when assistance from the other jurisdiction would enable law enforcement officers to render prompt, efficient and effective law enforcement services to the public; and,

WHEREAS, officials and law enforcement administrators of Anne Arundel County and Howard County desire to mutually aid one another in the task of extending prompt, effective, and efficient law enforcement services to the public in both jurisdictions, to the extent law enforcement resources are available, and as authorized by Maryland Annotated Code, Criminal Procedure Article § 2-105.

NOW THEREFORE, the undersigned, on behalf of their respective counties, by entering into this Mutual Aid Agreement, agree as follows:

1. Whenever either party needs assistance from the law enforcement agency of the other jurisdiction, the Chief of Police or the Chief's designee may request assistance in the form of law enforcement officers, equipment, or facilities from the other jurisdiction. All requests for assistance shall be directed to the Chief of Police of the other jurisdiction or that Chief's designee. If, in the judgment of the Chief of Police or the Chief's designee in the Department that has been asked to provide assistance, the requested resources are available, without causing undue hardship, such resources shall be dispatched and the law enforcement officers who are so dispatched shall take their orders from the law enforcement officer who initiated the request, or his or her designee.

2. From time to time, the parties may request of one another the exchange of law enforcement officers for the purposes of investigating drug offenses, prostitution, or any other violation of the State criminal laws. The request for assistance shall be directed to the Chief of Police, or to the law enforcement officer designated by the Chief of Police. If in the judgment of the Chief of Police or the Chief's designee, the requested resources are available without causing undue hardship, such resources shall be dispatched and the law enforcement officers so dispatched shall take their orders from the law enforcement officer who initiated the request, or his or her designee.

3. The manner of providing assistance, as set forth in this Mutual Aid Agreement, shall not affect any legal authority granted to the law enforcement officers of either agency in the exercise of their police powers in or out of their respective jurisdictions,

such as the laws governing arrest, search and seizure, fresh pursuit, or any other law applicable governing the authority of law enforcement officers in the State of Maryland

4. Whenever assistance is provided under this Mutual Aid Agreement, each agency will follow established communications/radio procedures to allow for interagency communication during any period of assistance. The jurisdiction requesting mutual aid will designate a radio frequency or talk group to be used for communications throughout the period of assistance. All radio transmissions will be in "plain speak." The agency requesting assistance will also clearly communicate to the law enforcement officers providing assistance the identity of person(s) to whom they are to report.

5. The parties to this Mutual Aid Agreement acknowledge that the acts performed in furtherance of this agreement by law enforcement officers or other officers, agents or employees of the respective counties, and the expenditures made by county shall be conclusively deemed to be for a public and governmental purpose when either party acts in accordance with this agreement or under other lawful authority outside its territorial limits. Expenditures, if any, which should be borne by the receiver agency to compensate for the use of the provider agency's resources, must be submitted for reimbursement within 30 days of the conclusion of mutual aid services.

6. Pursuant to Maryland Annotated Code, Criminal Procedure Article § 2-105, the parties to this Mutual Aid Agreement acknowledge that the law enforcement officers and other officers, agents, and employees of Anne Arundel County and Howard County, when acting under this Agreement or other lawful authority outside the jurisdictional limits of their respective counties, shall have the immunity from liability and exemptions

from laws, ordinances, 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 Anne Arundel County and Howard County by which they are commissioned or employed, as described under Criminal Procedure Article § 2-105. The jurisdiction by which any person is employed shall bear all costs for the pension, relief, disability, salary, workers' compensation, and all other benefits to which that person is entitled through his or her employment.

7. Pursuant to Maryland Annotated Code, Criminal Procedure Article § 2-105, the parties (a) 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) agree 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 under this agreement.

8. This Mutual Aid Agreement shall remain in effect until it is canceled by either party, with thirty days notice in writing. Each agency shall periodically review and revise this agreement, when deemed necessary, as mutually agreed upon in writing.


9. This Mutual Aid Agreement cancels and supersedes any and all previously executed mutual aid agreements and memoranda of understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives on the day and year first written above.

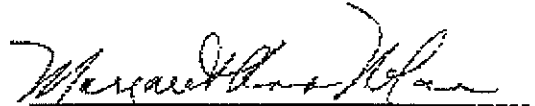
ATTEST:

HOWARD COUNTY

Reviewed for legal sufficiency:



Gary L. Gardner Date
Chief of Police
Howard County Department of Police



Margaret Ann Nolan Date
County Solicitor 1/28/15
Howard County Office of Law

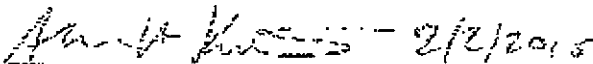
Reviewing Attorney:



Lonnie Robbins Date
Howard County Chief Administrative Officer




Cynthia G. Peltzman Date
Senior Assistant County Solicitor



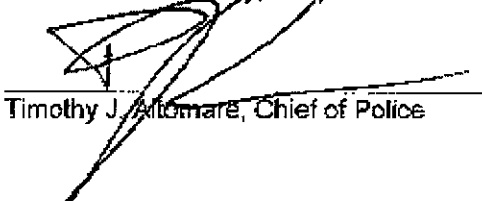
Allan H. Kittleman Date
Howard County Executive

ATTEST:

ANNE ARUNDEL COUNTY, Maryland



Jeffrey, Chief Administrative Officer Date
Anne Arundel County, Maryland 2/23/2015



Timothy J. Altomare, Chief of Police Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY THIS 12th
DAY OF February, 2015.



Jason E. Patterman
Senior Assistant County Attorney