

RESOLUTION NO. 1883

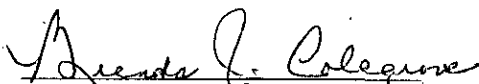
A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE OF THE CITY OF SALISBURY TO SIGN A MUTUAL AID AGREEMENT BETWEEN WICOMICO COUNTY, MARYLAND, THE CITY OF SALISBURY, MARYLAND, THE CITY OF FRUITLAND, MARYLAND AND THE TOWN OF DELMAR, MARYLAND, TO ALLOW THE POLICE DEPARTMENTS AND THE SHERIFF'S OFFICE TO OPERATE SOBRIETY CHECKPOINTS WITHIN THE CITY OF SALISBURY AND WICOMICO COUNTY.

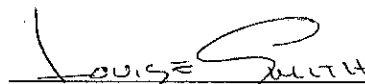
WHEREAS, each of the above named jurisdictions maintains a police department or sheriff's office, charged with enforcing the laws of the State and the municipalities; and

WHEREAS, each of the above named jurisdictions have found that the operation of a sobriety checkpoint is an effective way to address the serious problem, in the county and in each municipality, of individuals driving while under the influence of alcohol or drugs and is useful in protecting the health and safety of the residents of the municipality and county.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor and the Chief of Police be authorized to sign this Mutual Aid Agreement authorizing the above named jurisdictions to operate multi-jurisdictional sobriety checkpoints within the City of Salisbury and Wicomico County.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on January 25, 2010, and is to become effective immediately upon adoption.

  
Brenda J. Colegrove, City Clerk

  
Louise Smith, President  
Salisbury City Council

APPROVED BY ME THIS:  
26<sup>th</sup> day of January, 2010

  
James Ireton Jr., Mayor



147th

**POLICE DEPARTMENT**

**ALLAN J. WEBSTER, SR.**  
*Chief of Police*

# City of Salisbury



45th

**699 W. SALISBURY PARKWAY**  
**SALISBURY, MARYLAND 21801**

410-548-3165

January 19, 2010

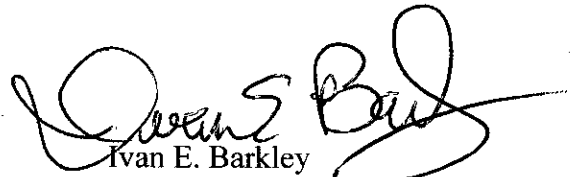
**TO:** John R. Pick  
City Administrator

**FROM:** Acting/Chief Ivan E. Barkley

**SUBJECT:** Resolution – Mutual Aid Agreement  
Multi-Jurisdictional Sobriety Checkpoints

Attached, please find a Resolution authorizing the Mayor and the Chief of Police of the City of Salisbury to sign a Mutual Aid Agreement between Wicomico County, Maryland, the Mayor and City Council of the City of Salisbury, Maryland, the City of Fruitland, Maryland and the Town of Delmar, Maryland, to allow the police departments and the sheriff's office to operate sobriety checkpoints within the City of Salisbury and Wicomico County.

Attached is the Mutual Aid Agreement which has been reviewed by the City Attorney. Unless you, or the Mayor, have further questions, please forward this resolution to the City Council.

  
Ivan E. Barkley  
Acting/Chief of Police

**MUTUAL AID AGREEMENT**  
**between**  
**Wicomico County, Maryland**  
**and**  
**Mayor and City Council of City of Salisbury,**  
**and**  
**City of Fruitland, Maryland**  
**and**  
**Town of Delmar, Maryland**

*Steven Barkley  
has the sig.  
to obtain  
signatures*

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Wicomico County, Maryland, a body corporate and politic of the State of Maryland, Mayor and City Council of City of Salisbury, Maryland, a municipal corporation, City of Fruitland, Maryland, a municipal corporation and the Town of Delmar, Maryland, a municipal corporation.

WHEREAS, each of the above-named jurisdictions, hereafter referred to as "signatory jurisdictions," maintains a police or sheriff's department, charged with enforcing the laws of the State and municipality; and

WHEREAS, the signatory jurisdictions have found that the operation of a sobriety checkpoint is an effective way to address the serious problem in the County and in each municipality of individuals driving while under the influence of alcohol or drugs and useful to protect the health and safety of the residents of the municipality and County; and

WHEREAS, the ability of the police or Sheriff's department of the signatory jurisdictions to operate sobriety checkpoints and to adequately enforce the laws of the State of Maryland relating to driving while intoxicated or impaired or otherwise operating a motor vehicle while under the influence of alcohol and drugs is hindered by limited staff and resources; and

WHEREAS, each of the signatory municipalities has determined by legislative adoption of this agreement that the prevalence of violations of the State's laws in regards to operating a motor vehicle while under the influence of alcohol or drugs and the difficulty each of the signatory jurisdictions has experienced in effectively planning, staffing, and properly and safely operating sobriety checkpoints creates an emergency situation; and

WHEREAS, the County Executive and the County Council of Wicomico County, by the adoption of Resolution No. -2009, concur with the signatory municipalities and find that the prevalence of violations of the State's laws in regards to operating a motor vehicle while under the influence of alcohol or drugs and the difficulty in effectively planning, staffing, and properly and safely operating sobriety checkpoints creates an emergency situation; and

WHEREAS, Title 2, Section 105, of the Criminal Procedure Article of the Annotated Code of Maryland, permits the governing body of a county to enter into reciprocal agreements with other municipalities to provide aid and assistance to each other, under which a municipality is able to provide its police officers and other employees and agents, together with all necessary equipment to help and assist another municipality in enforcing laws and protecting the public safety; and

WHEREAS, the governing bodies of the signatory jurisdictions have each agreed to enter into a mutual aid agreement to provide assistance and support in the establishment, conduct an operation of sobriety checkpoints and the enforcement of the State's laws in regards to driving while under the influence of alcohol and drugs; and

NOW THEREFORE, the signatory jurisdictions identified above mutually agree as follows:

*Section 1: Declaration of an Emergency*

By adoption of this agreement, the governing bodies of the signatory jurisdictions have declared that an emergency situation exists that justifies the need for immediate support from the other signatory jurisdictions in

accordance with this agreement and Section 2-105 of the Criminal Procedure Article exists when a joint sobriety checkpoint has been scheduled in one of the signatory jurisdictions under the terms of this agreement.

#### *Section II. Scheduling of Joint Sobriety Checkpoints*

Sobriety checkpoints established under the provisions of this agreement shall be planned, located and operated in accordance with procedures approved by the Sheriff of Wicomico County and the Chief of Police or the Chief's designee of each of the signatory jurisdictions and operated in accordance with applicable state and federal law.

When a joint sobriety checkpoint in the county or within a signatory municipality has been scheduled under the terms of this agreement, the chief law enforcement officer or his designee in each of the other signatory jurisdictions is authorized to provide officers and staff and necessary equipment to aid and assist in the establishment, staffing and operation of that sobriety checkpoint, and officers of each of the law enforcement departments of the signatory jurisdictions are authorized to act and enforce the laws of the municipality and the State of Maryland within the jurisdiction of the sponsoring jurisdiction during the duration of the checkpoint operation.

#### *Section III. Authority*

Pursuant to the authority of the signatory jurisdictions, in accordance with Maryland law, and by the execution of this agreement, the law enforcement officers of each signatory jurisdiction shall comply with the following procedures with respect to joint sobriety checkpoints established and operating under this agreement.

During a joint sobriety checkpoint, and pursuant to the terms of this agreement, law enforcement officers of any of the signatory jurisdictions may make arrests and exercise all related police powers within the territorial jurisdiction of the signatory jurisdiction in which the joint sobriety checkpoint is located.

When a law enforcement officer makes an arrest within a jurisdiction of a signatory jurisdiction during a joint sobriety checkpoint, that officer will: (1) immediately notify the signatory jurisdiction within which the sobriety checkpoint is located, (2) take the suspect to the appropriate police station for processing, (3) prepare any necessary reports, and (4) take the suspect before a District Court Commissioner, if necessary, for formal charging.

All written reports regarding an arrest shall be done in the format and manner prescribed by the signatory jurisdiction within which the sobriety checkpoint is located and be submitted in accordance with timelines and procedures adopted for the joint sobriety checkpoints.

Any follow-up investigation is to be conducted by the signatory jurisdiction within which the sobriety checkpoint was located.

#### *Section IV. Term of Agreement*

It is mutually agreed that this agreement shall commence on the date first written above and shall renew automatically on that date unless terminated in accordance with the provisions of this section.

A signatory jurisdiction may terminate its participation in this agreement prior to the expiration of the agreement's term by giving no less than thirty (30) days written notice to all other parties of their intention to terminate.

#### *Section V. Miscellaneous*

Notwithstanding the provisions of this agreement, nothing herein shall prevent any of the signatory jurisdictions from mutually entering into additional mutual aid agreements or establishing such additional policies and procedures as may be necessary and appropriate to carry out the intent of this agreement.

The term "law enforcement department" shall include the police departments of the signatory municipalities and the Office of the Sheriff for Wicomico County. The term "law enforcement officer" shall refer to and include sworn officers of the police departments and deputies of the Office of the Sheriff for Wicomico County.

In accordance with the provisions of Section 2-105 of the Criminal Procedure Article, each of the signatory jurisdictions agrees to:

a. Waive any and all claims against any other party to this agreement that may arise out of activities conducted outside their respective jurisdictions while operating under the terms of this agreement;

b. Each party (Indemnifying party) agrees to indemnify and hold harmless the other parties to this agreement from any and all claims by third parties for property damage or personal injury which may arise out of the activities of the Indemnifying party while they are working outside of their respective jurisdiction(s) and operating under the terms of this agreement.

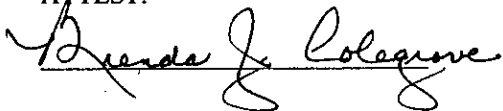
c. Make no claims for expenditures regarding any actions taken or services received pursuant to this agreement against any other signatory jurisdiction unless those expenditures are agreed to prior to the establishment of a joint sobriety checkpoint and are consistent with the general policies and procedures adopted and approved under this agreement.

The signatory jurisdictions acknowledge that the law enforcement officers, agents and employees of each signatory jurisdiction, when acting under the terms of this agreement and beyond the territorial limits of the jurisdiction in which they are commissioned or employed, remain employees or agents of the jurisdiction in which they are commissioned or employed.

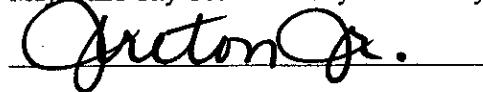
It is mutually understood and agreed between the parties hereto that when any law enforcement officer of a signatory to this agreement goes into another governmental jurisdiction within Wicomico County and outside the officer's normal jurisdiction, for any purposes above set forth, such officer or officers shall have all the police authority, immunities from liability and exemptions from laws, ordinances and regulations and have all the pension, relief, disability, workmen's compensation and other benefits enjoyed by such officer or officers to the same extent as if such police officer were performing his or her respective duties within the corporate limits of his employing jurisdiction

IN WITNESS WHEREOF, the signatory jurisdictions hereby execute this Mutual Aid Agreement, effective on the date set forth above.

ATTEST:

  
\_\_\_\_\_

Mayor and City Council of City of Salisbury

  
\_\_\_\_\_

City of Fruitland, Maryland  
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Town of Delmar, Maryland  
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Wicomico County, Maryland  
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ATTEST:

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City of Salisbury Police Department

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City of Fruitland Police Department

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Town of Delmar Police Department

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Office of the Sheriff, Wicomico County

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