

**COMMISSIONERS OF RIDGELY
MARCH 20, 2024
SPECIAL MEETING**



The Commissioners of Ridgely met on the above date at 12:00 pm in the town hall meeting room for a special meeting. The following were in attendance: President John Hurley, Commissioner Leonard John Buckle, Town Attorney Patrick Thomas, Clerk-Treasurer Stephanie Berkey, Director of Operations David Crist, Assistant Clerk-Treasurer Melissa Leonard. Attending via Zoom meetings: Lokia Pierce.

President Hurley opened the meeting.

Town Attorney Patrick Thomas explained that the Commissioners were meeting to review and consider signing the short-term agreement for law enforcement services between the Commissioners of Ridgely, Caroline County Sheriff Donald L. Baker, Jr., and the Commissioners of Caroline County. The County Commissioners signed the agreement on March 19, 2024, at their meeting.

Commissioner Buckle made a motion to sign the agreement, seconded by President Hurley. The motion was passed, and the agreement signed.

Lokia Pierce asked how long the agreement will be in effect. Patrick Thomas said that there is no specified time limit.

There were no further questions or comments.

The meeting was adjourned at 12:04 pm.

Respectfully Submitted,
Stephanie L. Berkey, CMC
Clerk-Treasurer

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, effective as of the 1st, day of April, 2024, is by and between **COMMISSIONERS OF RIDGELY**, a body corporate and politic and a municipal corporation existing under the laws of the State of Maryland within the boundaries of Caroline County, Maryland, (hereinafter referred to as the "Town"), **CAROLINE COUNTY SHERIFF DONALD L. BAKER, JR.**, a State constitutionally elected official (hereinafter referred to as "Sheriff"), and **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "County").

WHEREAS, the Town desires to create an agreement with the Sheriff and County for the provision of law enforcement services by the Sheriff for the Town; and

WHEREAS, the Sheriff is willing to provide such services under the terms and conditions hereof; and

WHEREAS, the County is willing to provide such support services as specifically provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. The Sheriff, pursuant to the Rules and Regulations pertaining to the Provision of Contracted Law Enforcement and Public Safety Services, a copy of which is attached as Exhibit "A," and in consideration of the promises of the Town, does hereby agree to detail on an overtime-based assignment to the Town uniformed Sheriff's deputies on a predetermined schedule and as may be available. The contracted deputies will work thirty-five (35) hours per week, consisting of one (1) shift per working day or as otherwise directed or needed. After hours and on days off, the Sheriff's Office, through normal patrol operations, will handle calls for service on the same basis and under the same conditions, restrictions, and availability as provided in non-municipal areas of Caroline County. The Sheriff shall provide, to the best of his ability, personnel to meet this thirty-five (35) hour minimum through normal patrol operations; provided, however, that all obligations of the Sheriff under this paragraph (1) shall be subject to employee availability.
2. Services under this Agreement shall commence on April 1, 2024 and shall continue on an indefinite term until terminated in accordance herewith. This Agreement may be terminated at any time by any party with thirty (30) days prior written notice to the other parties. Because the County is a local government entity (and funds the Sheriff), it may not enter into multi-year agreements (agreements that require expenditures beyond the current fiscal year) without either doing so as the issuance of debt, with accompanying legislation or by including a non-appropriations clause in a contract or

agreement. Therefore, anything in this Agreement to the contrary notwithstanding, should the County Commissioners of Caroline County, Maryland determine not to include funding for this Agreement in any budget for the Sheriff, or make such other budgetary decisions as to affect the Sheriff's ability to provide services under this Agreement for an upcoming fiscal year or portion thereof, the County and/or the Sheriff shall be permitted to terminate this Agreement upon thirty (30) days prior written notice.

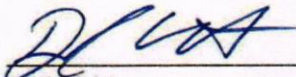
3. In exchange for the assignment of said overtime deputies, the Town hereby promises and agrees to pay an amount equivalent to the standard third-party billing rate charged to third parties by the Sheriff as from time to time determined. The Sheriff shall give prior notice prior to any rate change. Not less frequently than annually by March 15th, the Sheriff and County shall estimate the reasonable and proper costs of the contracted services for the next term and shall so advise the Town.
4. The County agrees to serve as the billing and collection agent for the Sheriff for services and transactions under this Agreement, and the Town shall make payment to the County on a calendar quarterly basis. Payment shall be due within thirty (30) days of invoice. If any payment remains unpaid for a period of thirty (30) days beyond the due date, the Sheriff and County reserve the right to terminate this Agreement in addition to pursuing other legal remedies available to collect the amount due and unpaid.
5. The Town agrees that the Sheriff's Office Rules and Regulations and designated patrol coverage area, copies of which are attached hereto as Exhibits "A" and "B," respectively, will govern the operation and deployment of the contracted law enforcement services. The Sheriff may from time to time amend said regulations. Prior to amending the regulations, the Sheriff shall send a copy of said proposed amendment(s) to the Town at least thirty (30) days prior to their effective date to provide the Town an opportunity to review and comment upon said proposed amendment(s). Anything in this Agreement to the contrary notwithstanding, all personnel assigned pursuant to this Agreement shall, at all times, be subject to the direction and control of the Sheriff.
6. The County shall assume the normal and customary liability associated with the provision of law enforcement services by the Sheriff and shall carry appropriate liability insurance to cover the same and shall pay all costs associated with such insurance coverage, pursuant to Md. Code Ann., State Fin. & Proc. § 9-108.

7. Effective April 1, 2024, the Sheriff agrees to secure the offices of the Town's Police Department, located at 2 Central Avenue, Ridgely, Maryland, from unauthorized entry. The Sheriff also agrees to accept physical possession of all warrants, criminal summons, evidence, and property within the Town's Police Department, so as to preserve ongoing and open investigations and allow for the processing of such warrants that may exist. Further, the Sheriff agrees to assign staff to audit the Police Department's property and secure any firearms and/or ammunition as necessary.
8. This Agreement shall be governed and interpreted under the laws of the State of Maryland.
9. This Agreement represents the full and final agreement between the parties and may only be amended in writing signed by the parties.
10. Notices required hereunder shall be given in writing, by United States Postal Service, first-class postage prepaid, the parties at their then-current official addresses. Notwithstanding the foregoing actual notice received in any manner shall constitute notice.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have set their hands and seals and executed this Agreement.

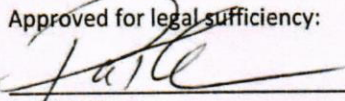
COMMISSIONERS OF RIDGELY



David Crist
Ridgely Director of Operations

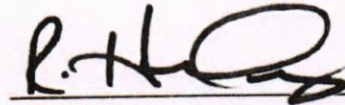


John Hurley
President of the Commissioners of Ridgely

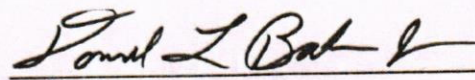
Approved for legal sufficiency:


Patrick Thomas
Town Attorney for Ridgely

OFFICE OF THE SHERIFF FOR CAROLINE COUNTY, MD



Rodney Helmer
Chief Deputy

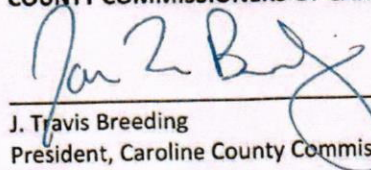


Donald L. Baker
Sheriff of Caroline County

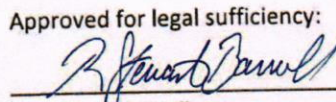


Kathleen Freeman
County Administrator

COUNTY COMMISSIONERS OF CAROLINE COUNTY, MD



J. Travis Breeding
President, Caroline County Commissioners

Approved for legal sufficiency:


R. Stewart Barroll
County Attorney for Caroline County

EXHIBIT "A"

CAROLINE COUNTY SHERIFF'S OFFICE RULES AND REGULATIONS

- a. The Sheriff's deputy involved in the provision of contract law enforcement services shall remain under the direct authority, supervision, and control of the Caroline County Sheriff's Office at all times. The designated Sheriff's Office Commander will supervise the deputies. All organization orders, regulations, and directives apply with full force to the resident deputy.
- b. In keeping with contemporary management principles whereby no person should have more than one immediate supervisor, the deputy providing contract services shall receive orders by normal communication channels through the Sheriff's Office Commander, Patrol Operations Division. The principal executive of the contracting jurisdiction or their designee shall deal directly with the Commander, Patrol Operations Division on all matters concerning the duties or performance of the deputy assigned to their community on a contract basis.
- c. Matters concerning working hours shall be arranged by the Commander, Patrol Operations Division based on the needs of the contracting jurisdiction, considering input from the jurisdiction representative and the assigned deputy.
- d. The deputy providing contract services shall be in uniform at all times during regular working hours unless a specific need arises and special permission is given by the Commander, Patrol Operations Division to work in civilian attire. The uniform of the day shall be governed by the normal Sheriff's Office policy.
- e. The deputy assigned to a contracting jurisdiction shall not leave his/her agreed patrol area without the permission of the on-duty patrol supervisor.
- f. The agreed patrol area between Town and Sheriff will be the designated Caroline County Department of Emergency Services "4-1" Fire Department Box Area. Refer to Exhibit "B" for a detailed map of the service area.
- g. The Sheriff's Office will not remove a deputy providing contracted services from their assigned jurisdiction for use on searches for missing persons, manhunts, etc. except in emergency cases. If the Sheriff, Chief Deputy, or Commander, Patrol Operations Division deems this action necessary, the deputy providing contract services shall be relieved to return to his/her assigned jurisdiction as soon as reasonably possible.

- h. The deputy assigned to jurisdiction on a contract basis shall not direct traffic at church or school crossings without the specific approval of the Commander, Patrol Operations Division. He/she will not collect money from parking meters or otherwise attend them.
- i. The name of the deputy assigned to the jurisdiction for the provision of contract services will be listed among the Sheriff's Office members assigned to the Patrol Operations Division with the name of the jurisdiction they are assigned to.
- j. Selection of the deputies to be assigned to the contracting jurisdiction for the provision of contract services shall be made by the Sheriff with recommendations from the Chief Deputy and Commander, Patrol Operations Division. If dissatisfied with the performance of the contracted deputy(s), Town has the right to initiate a formal complaint with the Commander, Patrol Operations Division.
- k. The deputy providing contract services shall enforce local ordinances of the contracting jurisdiction as well as State motor vehicle law and criminal law.
- l. Supplies, equipment, and maintenance will be handled through the Sheriff's Office. Car, radio, and other equipment repairs will be made in accordance with the existing Sheriff's Office policies and procedures. A spare vehicle shall be furnished when necessary. No contracted deputy will arrange for any services outside the Sheriff's Office policies and procedures without approval.
- m. The deputy involved in the provision of contracted services for the Sheriff's Office shall retain all the rights and privileges of Sheriff's Office personnel.
- n. Records of the activities of the deputy assigned to provide contracted services will be maintained by the Sheriff's Office. This data will include such information as details of calls for service (type, time of day, location, response time, etc.) assistance provided, and number and types of arrests.

EXHIBIT 'B'

CAROLINE COUNTY SHERIFF'S OFFICE

