Circuit Court for Anne Arundel County
Case No. C-02-CV-20-001106

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1243

September Term, 2021

JAMES BRASWELL

v.

ANNE ARUNDEL COUNTY, et al.

Beachley,
Shaw,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: September 27, 2022

In April 2020, James Braswell filed a one-count complaint against Lieutenant Taiwan Smith and Anne Arundel County. The complaint sought a declaratory judgment requesting that the Circuit Court for Anne Arundel County declare that a Memorandum of Understanding (the "MOU") between Lt. Smith and Anne Arundel County was invalid, and that Lt. Smith was therefore not entitled to his Anne Arundel County pension benefits based on 20 years of service. Following a two-day bench trial, the circuit court issued an opinion finding that the MOU was not invalid, and denied Mr. Braswell's requested relief.

Mr. Braswell noted a timely appeal and presents two issues for our review:

1. Did the [c]ircuit [c]ourt err in holding that the [MOU] was not illegal or ultra vires where Anne Arundel County and Lt. Smith failed to obtain the approval of the Anne Arundel County Council, as required by Maryland law?

2. Did the [c]ircuit [c]ourt err in holding that Lt. Smith provided 20 years of continuous service to the Anne Arundel County Police Department where Lt. Smith never returned to active service with the Anne Arundel County Police Department after his leave of absence ended, and he had served less than 16 years of actual, continuous service to Anne Arundel County?

As we shall explain, we conclude that the MOU was not illegal or ultra vires, and that the circuit court did not err in finding that Lt. Smith returned to active service after his leave of absence ended. Accordingly, we affirm.[1]

[1] Lt. Smith and the County noted a timely cross-appeal to raise two additional issues for our review: 1) whether the circuit court erred in finding that Braswell's complaint was not barred by laches, and 2) whether the circuit court erred in finding that Braswell qualifies as a real party in interest. We summarily reject these two allegations of error.

Regarding the laches argument, we note that Mr. Braswell's claim was not unreasonably delayed; Braswell's April 2020 complaint was filed approximately 15 months after the accrual of the alleged harm in this case—Lt. Smith's January 2019

FACTS AND PROCEEDINGS

Lt. Smith began his law enforcement career in October 1999 when he joined the Anne Arundel County Police Department. Over time, Lt. Smith worked his way up to become the Director of Media Relations, where he would handle media inquiries, make public appearances, and provide interviews to various news outlets. From 2013 through 2014, Lt. Smith reported directly to then Chief of Police Kevin Davis. During that period, Lt. Smith and Chief Davis worked closely together, and the two developed a mutual professional admiration for each other. In late 2014 or early 2015, Chief Davis left the

retirement and receipt of pension benefits. We note that to successfully invoke the doctrine of laches, a party must establish an unreasonable delay in filing a claim. *See Jones v. State*, 445 Md. 324, 343-44 (2015). For purposes of determining what constitutes an unreasonable delay, the statute of limitations serves as a helpful guideline. *LaSalle Bank, N.A. v. Reeves*, 173 Md. App. 392, 407 (2007) (citing *Payne v. Prince George's Cnty. Dep't of Soc. Servs.*, 67 Md. App. 327, 335 (1986)). Here, Mr. Braswell's complaint was filed only 15 months after Lt. Smith retired and began receiving his pension, which is far short of the comparable three-year statute of limitations and therefore there was no unreasonable delay in this case.

Regarding the real party in interest argument, we note that Lt. Smith and the County simply allege that Mr. Braswell did not pay legal fees for the lawsuit and left the trial after testifying on the first day. The "real party in interest" rule in Maryland, however, simply requires "A person entitled under the substantive law to enforce the right sued upon and who generally, but not necessarily, benefits from the action's final outcome." *CR-RSC Tower I, LLC v. RSC Tower I, LLC*, 429 Md. 387, 428 (2012) (quoting *Mid-Atlantic Power Supply Ass'n v. Pub. Serv. Comm'n*, 361 Md. 196, 221 (2000) (Harrell, J., dissenting). Lt. Smith and the County have provided no support for the proposition that Mr. Braswell's failure to pay legal fees or his absence from nearly the entire trial diminishes his status as the real party in interest, and accordingly, we reject the argument. *See Rollins v. Cap. Plaza Assocs., L.P.*, 181 Md. App. 188, 202 (2008) (noting that an appellate court will not "seek out law" to sustain a party's position (quoting *von Lusch v. State*, 31 Md. App. 271, 285 (1976))). Finally, we note that despite challenging Mr. Braswell's taxpayer standing in the circuit court, Lt. Smith and Anne Arundel County do not raise this issue on appeal.

Anne Arundel County Police Department, and shortly thereafter became Commissioner of the Baltimore City Police Department.

In April 2015, Freddie Gray died while in the custody of Baltimore police officers. Unrest quickly spread throughout Baltimore City, with the tension erupting into riots. Consequently, Commissioner Davis contacted Lt. Smith and asked Lt. Smith if he would consider moving to Baltimore City to become the Baltimore City Police Department's Public Information Officer. Lt. Smith did not immediately accept Commissioner Davis's offer, however, because Lt. Smith did not want to jeopardize his Anne Arundel County pension.

Lt. Smith then began discussing with various individuals whether he could become the Baltimore City Police Department's Public Information Officer while still protecting his Anne Arundel County pension. At the time, Lt. Smith had served for nearly 16 years with the Anne Arundel County Police Department, but in order to qualify for his pension, he needed to serve 20 consecutive years. Accordingly, Lt. Smith spoke with Anne Arundel County Chief of Police Timothy Altomare, members of the Anne Arundel County government, and his own private attorney to determine if there was a way for him to accept the Baltimore City assignment but also maintain his Anne Arundel County pension.

At some point, it was determined that Lt. Smith would take a temporary leave of absence from the Anne Arundel County Police Department in order to join Commissioner Davis and the Baltimore City Police Department as its Public Information Officer. To effectuate this change, Chief Altomare sent Lt. Smith a letter explaining that Lt. Smith was

approved for an unpaid leave of absence beginning August 10, 2015. The letter further clarified that the leave of absence was not to exceed one year, and that Lt. Smith would return to the Anne Arundel County Police Department at the conclusion of the leave of absence. Regarding Lt. Smith's pension, the letter stated that Lt. Smith's service in Baltimore would count toward his pension service requirements provided that he made all required pension contributions. Lt. Smith signed the letter indicating that he had reviewed and understood its contents.

With Chief Altomare's letter allaying his concerns, Lt. Smith began his leave of absence in order to work with Commissioner Davis as the Public Information Officer for the Baltimore City Police Department. During his leave, Lt. Smith received his salary from the Baltimore City Police Department, but made all necessary payments toward his Anne Arundel County pension. Mr. Braswell does not challenge the propriety of Lt. Smith's leave of absence.

As Lt. Smith's leave of absence was approaching expiration, Commissioner Davis asked Lt. Smith if he would consider staying. Lt. Smith responded that it would depend on whether he could maintain and preserve his interest in his Anne Arundel County pension. Accordingly, Lt. Smith once again spoke with Commissioner Davis, Chief Altomare, the Anne Arundel County Office of Law, and his own personal attorney.

In order for Lt. Smith to continue serving as the Baltimore City Police Department's Public Information Officer, Anne Arundel County, on behalf of its police department, entered into an MOU with the Baltimore Police Department and Lt. Smith. The MOU

established that, beginning on August 10, 2016, the Anne Arundel County Police Department would "agree[] to detail [Lt. Smith] on a full-time basis" to the Baltimore City Police Department for one year. In exchange for Lt. Smith's services, the Anne Arundel County Police Department requested the service of two experienced narcotics detectives from the Baltimore City Police Department to serve with the Anne Arundel County Police Department's Narcotics Enforcement Division. Despite these assignments, Anne Arundel County agreed to pay Lt. Smith's salary and the Baltimore City Police Department agreed to pay the salaries of the two narcotics detectives who would work in Anne Arundel County. The MOU was reviewed and approved by Chief Altomare, Commissioner Davis, Lt. Smith, the Anne Arundel County Office of Law, Anne Arundel County's Chief Administrative Officer as the County Executive's designee, Baltimore City's Chief Solicitor, and the Baltimore City Board of Estimates. As we shall discuss in detail below, the crux of Mr. Braswell's appeal concerns the Anne Arundel County Council's failure to approve the MOU.

The MOU was initially set to expire on August 9, 2017, but on July 20, 2017, Commissioner Davis wrote a letter to Chief Altomare memorializing that the parties agreed to extend the MOU for one additional year, from September 1, 2017, until August 30, 2018. The MOU was extended a second time on September 1, 2018, and expired on December 31, 2018. This timing allowed Lt. Smith to conclude his assignment in Baltimore City in October of 2018 and use all of his remaining leave time in order to retire on January 1,

2019. By retiring on this date, Lt. Smith completed his 20 years of service and began receiving his Anne Arundel County pension.

At some point in 2020, Mr. Braswell, a resident of Anne Arundel County, learned that Lt. Smith had worked in Baltimore City for approximately three years, but that he was still able to collect his Anne Arundel County pension. Believing that he, an Anne Arundel County taxpayer, had been harmed by the approval of Lt. Smith's pension, Mr. Braswell filed a complaint in the Anne Arundel County Circuit Court in which he claimed that the taxpayers of Anne Arundel County had been defrauded, and requested a declaratory judgment declaring that the MOU was void *ab initio* and that Lt. Smith was therefore not eligible to receive his pension.

After a two-day trial, the court took the matter under advisement. Ultimately, the court issued an opinion and order in which it determined that the MOU and its extensions were not illegal, and denied Mr. Braswell's requested relief.

DISCUSSION

On appeal, Mr. Braswell argues that the circuit court erred in denying his request for declaratory relief. Specifically, Mr. Braswell argues that because the Anne Arundel County Council did not approve the MOU, Lt. Smith's service while working with the Baltimore City Police Department was *ultra vires* and cannot be credited toward his 20 years of continuous service for purposes of his pension. Mr. Braswell also claims that Lt. Smith is not eligible to receive his pension because he failed to return to "active service"

with the Anne Arundel County Police Department following his service in Baltimore. We shall reject these arguments in turn.

I. THE CRIMINAL PROCEDURE ARTICLE DOES NOT REQUIRE THE EXECUTION OF A MUTUAL AID AGREEMENT BEFORE AN OFFICER MAY SERVE IN ANOTHER JURISDICTION

The first issue Mr. Braswell raises on appeal is that the MOU executed on August 10, 2016, was legally invalid. Central to Mr. Braswell's appellate argument is Md. Code (2001, 2018 Repl. Vol., 2021 Supp.), § 2-105 of the Criminal Procedure Article ("CP"). That statute, titled "Mutual aid agreements," provides, in relevant part:

> By action as in the regular routine for legislative enactment, the governing body of a county or municipal corporation may determine the circumstances under which the police officers and other officers, agents, and employees of the county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporation to any place within or outside the State.

CP § 2-105(b). Additionally, CP § 2-105(a)(1) defines "governing body" to mean "the county executive and county council of a charter county with a county executive[.]"[2]

As Mr. Braswell sees it, CP § 2-105 constitutes a mandatory prerequisite for Lt. Smith to lawfully be sent outside Anne Arundel County. Noting that under CP § 2-105, the governing body is tasked with "determin[ing] the circumstances" of such an assignment, Mr. Braswell claims that the MOU was invalid because the Anne Arundel County Council never approved it as a "mutual aid agreement" as defined in CP § 2-105.

[2] The parties do not dispute that the Anne Arundel County Executive signed the MOU.

Mr. Braswell therefore asserts that, with no valid "mutual aid agreement" in place, Lt. Smith's service in Baltimore City could not count toward his Anne Arundel County Pension.[3] Thus, Mr. Braswell's appellate argument requires us to determine whether CP § 2-105 required the Anne Arundel County Council to execute the MOU as a legal predicate to Lt. Smith's assignment to the Baltimore City Police Department.

The canons of statutory interpretation are well-settled in Maryland. "When undertaking an exercise in statutory interpretation, we start with the cardinal rule of statutory interpretation—to ascertain and effectuate the General Assembly's purpose and intent when it enacted the statute." *Wheeling v. Selene Fin. LP*, 473 Md. 356, 376 (2021) (citing *75-80 Properties, L.L.C. v. RALE, Inc*., 470 Md. 598, 623 (2020)). Our primary goal in interpreting statutory language "is to discern the legislative purpose, the ends to be accomplished, or the evils to be remedied by the statutory provision under scrutiny." *Id.* (quoting *Lockshin v. Semsker*, 412 Md. 257, 274 (2010)).

When undertaking a statutory interpretation analysis, "our analysis begins with the normal, plain meaning of the language of the statute. In doing so, we read the plain

[3] We note that Mr. Braswell's argument focuses exclusively on his interpretation of CP § 2-105, and whether the statute requires the Anne Arundel County Council to execute a mutual aid agreement before an officer may serve outside the officer's originally assigned jurisdiction. Implicitly, Mr. Braswell suggests that if Lt. Smith's service in Baltimore City was inconsistent with the strictures of CP § 2-105, then that service cannot count toward his Anne Arundel County pension. Mr. Braswell has not cited to any authority to support this proposition. Nevertheless, as we shall explain, because we conclude that compliance with CP § 2-105 is not a prerequisite for an officer to lawfully be assigned to another jurisdiction, we reject Mr. Braswell's argument.

language of the statute 'as a whole, so that no word, clause, sentence or phrase is rendered surplusage, superfluous, meaningless or nugatory.'" *Id*. (internal citation omitted) (first citing *Locksin*, 412 Md. at 275; then quoting *Koste v. Town of Oxford*, 431 Md. 14, 25-26 (2013)). Our review of the plain language is not exclusively limited to the provision in question. *Berry v. Queen*, 469 Md. 674, 687 (2020) (citing *Neal v. Balt. City Bd. of Sch. Comm'rs*, 467 Md. 399, 415 (2020)). "Instead, '[t]he plain language must be viewed within the context of the statutory scheme to which it belongs, considering the purpose, aim or policy of the Legislature in enacting the statute.'" *Id*. (quoting *Johnson v. State*, 467 Md. 362, 372 (2020)).

If the words of a statute are "ambiguous and subject to more than one reasonable interpretation, or where the words are clear and unambiguous when viewed in isolation, but become ambiguous when read as part of a larger statutory scheme, a court must resolve the ambiguity by searching for legislative intent in other indicia[.]" *Blackstone v. Sharma*, 461 Md. 87, 113 (2018) (quoting *State v. Bey*, 452 Md. 255, 266 (2017)). Even where the statutory language is not ambiguous, however, "it is useful to review legislative history of the statute to confirm that interpretation and to eliminate another version of legislative intent alleged to be latent in the language." *Id*. (quoting *State v. Roshchin*, 446 Md. 128. 140 (2016)).

Here, we conclude that the statutory language is not ambiguous, and reject Mr. Braswell's interpretation of CP § 2-105. Our plain reading of the statute indicates that CP § 2-105 is not mandatory as Mr. Braswell asserts. Rather, that statute simply provides the

enabling authority for the governing body of a jurisdiction to establish a "mutual aid agreement" with another jurisdiction to provide both the local government and the assigned officers with immunity from liability and other legal protections while the officers are serving outside their originally assigned jurisdiction. Our review of the relevant legislative history of CP § 2-105 bolsters this conclusion. We explain.

First, the plain language of CP § 2-105 is not ambiguous, and it does not require the County Council to execute a mutual aid agreement as a predicate to lawfully assigning an officer for duty elsewhere. CP § 2-105(b) provides:

> By action as in the regular routine for legislative enactment, the governing body of a county or municipal corporation *may* determine the circumstances under which the police officers and other officers, agents, and employees of the county or municipal corporation, together with all necessary equipment, *may* lawfully go or be sent beyond the boundaries of the county or municipal corporation to any place within or outside the State.

(Emphasis added).

We note the statute's use of the word "may" in describing that the governing body of a county "may" determine the circumstances in which a law enforcement officer "may" lawfully be sent beyond the officer's assigned jurisdiction. Maryland appellate courts have "long interpreted the term 'may' in a statute to be permissive." *Uthus v. Valley Mill Camp, Inc.*, 472 Md. 378, 393 (2021) (citing *WSC/2005 LLC v. Trio Ventures Assocs.*, 460 Md. 244, 271 (2018)). "The word 'may' is generally understood as permissive, as opposed to mandatory, language." *Id*. at 394 (quoting *Brodsky v. Brodsky*, 319 Md. 92, 98 (1990)). Thus, giving the words of the statute their plain meaning, we construe CP § 2-105(b) as simply *authorizing* a governing body to enter into an agreement whereby a law

enforcement officer may be "sent beyond the boundaries of the county." Our plain reading of CP § 2-105(b) does not support Mr. Braswell's interpretation that the governing body here, the Anne Arundel County Council, must approve every arrangement where an officer is sent outside the county's boundary. Such a reading would contradict the statute's express permissive language.

Our reading of the plain language of CP § 2-105(c) clarifies why such agreements are permissive and not mandatory—the statute's express purpose is to allow governing bodies to enter into mutual aid agreements to limit the liability of the government and its actors who serve outside their original boundaries. That section provides:

> (c)(1) The acts done by the police officers or other officers, agents, or employees of a county or municipal corporation under the authority of subsection (b) of this section and the expenditures made by the county or municipal corporation are considered to be for a public and governmental purpose.
>
> (2) *When a county or municipal corporation is acting through its police officers or other officers, agents, or employees for a public or governmental purpose beyond its boundaries under this section or other lawful authority, the county or municipal corporation has the same immunities from liability that the county or municipal corporation has when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its boundaries.*
>
> (3) *When the police officers or other officers, agents, or employees of a county or municipal corporation are acting beyond the boundaries of the county or municipal corporation within the State under this section or other lawful authority, the police officers and other officers, agents, and employees of the county or municipal corporation have the same immunity from liability described in § 5-612 of the Courts Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits as those persons have while performing their duties within the boundaries of the county or municipal corporation.*

Notably, the statute's reference to officers or agents acting outside their boundaries "under this section *or other lawful authority*," shows that there are circumstances other than pursuant to "mutual aid agreements" as defined in "this section" whereby government agents may enjoy immunity while in other jurisdictions. CP § 2-105(e)(2) & (3) (emphasis added). Moreover, CP § 2-105(e)(2) prescribes waiver and indemnification provisions for authorized reciprocal agreements.[4] Nothing in the statutory text limits an officer's ability to be assigned for duty in another jurisdiction.

Our review of the legislative history of CP § 2-105 supports our plain language interpretation that the statute's purpose is to provide enabling authority to allow, but not require, local governments to enter into mutual aid agreements. *See Blackstone*, 461 Md. at 113 (noting that it is useful to review legislative history in order to confirm a plain language interpretation).

[4] CP § 2-105(e)(2) provides:

A county, municipal corporation, or the Maryland-National Capital Park and Planning Commission may not make a reciprocal agreement unless the agreement provides that each party shall:

(i) waive any and all claims that are against the other parties to the agreement and that may arise out of their activities outside their respective jurisdictions under the agreement; and

(ii) indemnify and hold harmless the other parties to the 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.

CP § 2-105 was first enacted by Chapter 596, Laws of Maryland 1969 as Md. Code Art. 27 § 602B. As originally codified, the statute only authorized local governments to enter into mutual aid agreements in emergency situations. Floor Report, House Bill 109, Senate Judicial Proceedings Committee, 2001 Legislative Session. During the 2001 Legislative Session, however, the House of Delegates proposed House Bill 109, a bill that would amend CP § 2-105 to allow local governments to enter into mutual aid agreements in non-emergency circumstances. According to the Floor Report for House Bill 109,

> [t]his bill expands the *authority* of a governing body of a county or municipal corporation . . . to make a reciprocal agreement with the District of Columbia or a county, [or] municipal corporation . . . within or outside the State in nonemergency situations. The agreement may determine the circumstances under which police officers and other officers, employees, and agents, together with all necessary equipment may be sent beyond the political subdivision's boundaries.

See Floor Report, House Bill 109, Senate Judicial Proceedings Committee, 2001 Legislative Session (emphasis added). The Floor Report reiterated that reciprocal (mutual aid) agreements may be used to provide immunity and other legal protections to both the local governments and their officers and agents who serve outside of their assigned boundary:

> The purpose of a reciprocal agreement is to provide a local government the same immunity from liability that the local government has when acting within its own boundaries and to provide the police officers and other employees of the local governments the same immunity from liability, exemption from laws, pension, relief, disability, workers' compensation and other benefits that they would have while acting within the boundaries of their local governments.

Id.

Thus, the Floor Report for House Bill 109 expressly states the purpose of the legislation: to allow counties or municipal corporations to enter into agreements whereby local governments and law enforcement officers could enjoy the "same immunity" for acts outside the jurisdiction that exists when the officers or agents are "acting within the boundaries of their local governments." Although CP § 2-105 *authorizes* governing bodies to enter into agreements to provide immunity to law enforcement officers as prescribed in the statute, our research reveals that the legislature *never* contemplated that local governments *must* enter into such agreements as a prerequisite to the lawful assignment of officers outside their original jurisdiction.

Indeed, in her letter in support of House Bill 109, Delegate Carol Petzold, one of the bill's sponsors, explained:

> House Bill 109, *Criminal Procedure – Mutual Aid Agreements – Non-emergency Aid*, will permit **law enforcement agencies to enter into mutual aid agreements in non-emergency circumstances** offering relief and legal protection for local agencies. Presently, Maryland law authorizes such mutual aid agreements only in emergency situations.
>
> **HB 109 will establish the means to protect and indemnify local community officers working outside their jurisdiction.** The most visible example of the need for mutual aid agreements is last month's presidential inauguration where many **Maryland police officers** worked in Washington, [D.C.] for the events. In this instance, these officers were **not under the legal protection of the Washington host agency had they been sued** for their actions while performing their duties there. Considering that Washington, D.C. has no cap on tort liability, working without this protection was a highly risky proposition for these officers.

Letter from Delegate Carol Petzold in support of HB 109, 2001 Legislative Session.

First, Delegate Petzold's letter makes clear that HB 109 would *permit* law enforcement agencies to enter into mutual aid agreements. Nothing in Delegate Petzold's letter suggests that mutual aid agreements are "required" or "mandatory" when law enforcement agencies send their officers to other jurisdictions. Indeed, Delegate Petzold's letter confirms that Maryland police officers worked in Washington, D.C. during a presidential inauguration despite the fact that there was no mutual aid agreement in place. Other legislative materials confirm the accepted practice of sending police officers to other jurisdictions without formal agreements. For example, the Montgomery County Office of Intergovernmental Relations wrote a letter in support of HB 109 stating,

> Recently, Montgomery County has been called upon to provide resources for the World Trade Organization disturbance, the Elian Gonzales situation, and the presidential inaugural events. In each of these situations, no emergency had been declared. *While the County provided the assistance requested, the protections offered under the current law were lost because these were nonemergency situations*.

(Emphasis added). These letters illuminate the problem the General Assembly was attempting to address—officers were commonly being sent outside their assigned jurisdiction in non-emergency situations, but the law did not provide the officers and their local governments immunity and other legal protections that would otherwise exist. To solve that problem, the legislature passed the enabling authority for mutual aid agreements as specified in CP § 2-105.

The Fiscal and Policy Note to HB 109 supports our interpretation that CP § 2-105 simply enables governing bodies to provide immunity to officers serving outside their jurisdiction. The Fiscal and Policy Note states, "This bill expands the existing *authority* .

. . to enter into mutual aid agreements . . . ." (Emphasis added). By referring to CP § 2-105 as the "existing authority" to enter into mutual aid agreements, the Fiscal and Policy note suggests a "permissive" interpretation where such agreements are allowed but not required. There is no suggestion that the lack of a mutual aid agreement renders an officer's services "ultra vires" or illegal. Rather, where there is no properly executed mutual aid agreement, the officer and his or her employing local government may not have immunity from liability while the officer is serving outside his or her assigned jurisdiction.

In summary, the legislative history materials to House Bill 109 of the 2001 Legislative Session support our plain reading of CP § 2-105. A mutual aid agreement is not a legal prerequisite for deploying police officers to other jurisdictions. Indeed, in light of the routine assignment of officers to other jurisdictions as evidenced in the legislative history, it would be impractical to require a mutual aid agreement for every such assignment. Rather, we conclude that the legislative purpose behind CP § 2-105 is to provide discretionary authority to a governing body to enter into a mutual aid agreement that would clearly provide immunity and other legal protections for both the local government and its officers and agents.

With this reading of the statute in mind, we reject Mr. Braswell's contention that the MOU in this case was illegal and *ultra vires* because the Anne Arundel County Council never approved the agreement. As we have explained, CP § 2-105 does not require the execution of a mutual aid agreement before an officer may be assigned outside the officer's jurisdiction. Rather, CP § 2-105 exists to provide governing bodies the opportunity to

ensure legal protections to the government and its actors who serve in outside jurisdictions. In short, we reject Mr. Braswell's assertion that the MOU was illegal and *ultra vires* because it failed to comply with CP § 2-105. Because the MOU was not illegal, we further reject Mr. Braswell's argument that Lt. Smith did not earn credit toward his Anne Arundel County pension because the County did not execute a mutual aid agreement pursuant to CP § 2-105.[5]

II. LT. SMITH RETURNED TO ACTIVE SERVICE

Mr. Braswell's second appellate argument is that Lt. Smith was not eligible to receive his pension because the Anne Arundel County Code required him to return to "active service" with the Anne Arundel County Police Department, but Lt. Smith never returned to active service. To be sure, Anne Arundel County Code § 5-1-207 provides:

> Absence from employment on account of leave of absence authorized by the employer is counted as actual plan service with the employer if the leave of absence is for not more than one year; the participant returns to active service with the employer at the end of the leave of absence; and the participant contributes the employee contributions missed during the leave of absence within 90 days of return to active service.

[5] We are further bolstered in our conclusion that Lt. Smith's service in Baltimore City was not illegal based on the regularity of extrajurisdictional assignments in law enforcement. Chief Altomare testified that it was a common occurrence for officers from one jurisdiction to be temporarily assigned to another, or that officers would be referred to extrajurisdictional task forces in order to efficiently pool police resources. For example, Chief Altomare would annually assign a detail to the Ocean City Police Department to help bolster the law enforcement presence during BikeFest. He also noted that there was always an officer assigned to the Auto Theft Task Force which is administered in Baltimore City. Based on the frequency with which officers are assigned to or serve in other jurisdictions, we conclude that there was nothing inherently illegal about Lt. Smith's service in Baltimore City.

In his brief, Mr. Braswell concedes that Lt. Smith's leave of absence was not for more than one year, and that he made all necessary contributions to the pension plan. What Mr. Braswell disputes, however, is whether Lt. Smith actually "return[ed] to active service." According to Mr. Braswell, when Lt. Smith's leave of absence concluded on August 9, 2016, he was "required to actively work for the Anne Arundel County Police Department, not the Baltimore Police Department[.]" Relying on the fact that Lt. Smith executed the MOU on August 10, 2016, in order to continue serving as the Public Information Officer for the Baltimore City Police, Mr. Braswell argues that Lt. Smith never returned to active service in order to qualify for his pension.

Simply put, we reject Mr. Braswell's interpretation of the phrase "returns to active service." At the outset, we note that Mr. Braswell concedes that the terms "active service" and "returns to active service" are not defined in the Anne Arundel County Code. Nevertheless, the evidence at trial indisputably indicated that, at the conclusion of Lt. Smith's leave of absence, he returned to the supervision of the Anne Arundel County Police Department while continuing his assignment in Baltimore City. Lt. Smith testified that upon completion of his leave of absence, he once again began receiving his annual salary of $91,570 from the Anne Arundel County Police Department. Further, Lt. Smith's annual performance reviews were conducted by Chief Altomare and he presumably would have been subject to discipline by Anne Arundel County had the circumstances warranted such action. Additionally, Lt. Smith kept his Anne Arundel County issued cell phone, computer, and iPad during his service in Baltimore City. Lt. Smith also testified that during his

service in Baltimore City, he did not receive any performance evaluations from the Baltimore City Police Department. Finally, we note that we must grant deference to Anne Arundel County in interpreting its own ordinance, and, clearly, by conducting performance reviews and issuing paychecks to Lt. Smith, Anne Arundel County was apparently satisfied that Lt. Smith returned to active service. *Kor-Ko Ltd. v. Md. Dep't of the Env't*, 451 Md. 401, 412-13 (2017) (citing *Md. Transp. Auth. v. King*, 369 Md. 274, 289 (2002)) (recognizing that agencies are granted deference when interpreting their own regulations). Accordingly, in the absence of evidence that Lt. Smith was not in the active service of the Anne Arundel County Police Department, we decline to disrupt the circuit court's finding that Lt. Smith returned to active service upon the completion of his leave of absence.

CONCLUSION

We conclude that CP § 2-105 does not require the execution of a mutual aid agreement before a law enforcement officer may legally be assigned to another jurisdiction. Rather, CP § 2-105 simply provides enabling authority to local governments to enter into mutual aid agreements in order to provide the local government and the officer with immunity and other legal protections and benefits. Accordingly, nothing in CP § 2-105 precludes Lt. Smith from receiving his pension.

Finally, the evidence showed that Lt. Smith timely returned to active service, and therefore qualified for his pension pursuant to Anne Arundel County Code § 5-1-207.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.