

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this ___ day of _____, 2023 by and between the Office of the Sheriff for Calvert County, Maryland (the “Sheriff”) and the Calvert County Police Accountability Board (the “PAB”) and Calvert County Administrative Charging Committee (the “ACC”).

PURPOSE

The PAB and ACC arise from the implementation of Chapter 59 Laws of Maryland 2021, which repealed the Law Enforcement Officer’s Bill of Rights and established a statewide means for accountability and discipline process for police officers. The Sheriff remains the primary local law enforcement officer for Calvert County and the employer of local sworn law enforcement personnel covered by Chapter 59 Laws of Maryland 2021. As such, the Sheriff has the primary duty of investigating claims of police misconduct and, working through the legislative structure collaboratively with the ACC and PAB, discipline of his employees, as well as development of practices, procedures and culture that advance good conduct.

The purpose of this MOU is to define the policies and protocols for the sharing of information regarding allegations of police misconduct and development of recommendations to improve policing in Calvert County, Maryland.

AGREEMENT

In consideration of the mutual promise and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this MOU agree as follows:

1. The PAB and Sheriff shall each have a means to accept and track allegations of police misconduct. Notwithstanding, the PAB and Sheriff may choose to consolidate their processes of collecting and/or reporting to the public the allegations of police misconduct.
2. Generally, within Seventy-Two (72) hours of receipt of an allegation of police misconduct, the Sheriff shall notify the PAB of complaints it receives.
3. Within Seventy-Two (72) hours of receipt of any allegation it receives, the PAB shall provide a copy to the Sheriff for review and investigation.
4. The Sheriff shall assign each allegation of police misconduct a file number that shall be used by all parties for tracking and reporting purposes.
5. In the event the same member of the public makes substantively similar allegations regarding the same incident to both the PAB and Sheriff, the Sheriff may combine those allegations into a single file number.
6. In the event different members of the public make substantively similar allegations of police misconduct regarding the same incident, the Sheriff may combine those allegations into a single file.
7. The Sheriff shall investigate all allegations of police misconduct it receives and received from the PAB.
8. The Sheriff shall consult with the Chairs of the ACC and PAB regarding violations that, though may rise to “police misconduct”, are minor incidents or technical infractions that the parties agree do not warrant review by the ACC and shall be left to the Sheriff for any action the Sheriff deems appropriate and report the outcomes to the complainant.
9. The Sheriff shall provide the ACC its investigatory report and records relevant to the allegation and incident surrounding the allegation through digital delivery to a secure location accessible by the ACC, its staff and counsel, and identified by the Calvert County Department of Technology Services.

10. In the event there is physical evidence not readily converted to digital format that is reviewed by the Sheriff as part of the investigation, the Sheriff shall retain custody and control of that evidence and include a separate file in the digital record briefly describing the physical evidence. In such instances, the Sheriff shall make available for review and inspection that physical evidence to the ACC, its staff and counsel.
11. Within thirty (30) days of receipt, the ACC will review all information received from the Sheriff and make its recommendations to the Sheriff regarding each incident in accordance with training provided by the Maryland Police Training and Standards Commission.
12. Any reports, records, evidence, memorandum or documents prepared by the Sheriff and furnished to the ACC will be considered confidential and is not to be disclosed to the public absent Court order.
13. The ACC may call the Sheriff, or designee, to answer questions regarding cases being reviewed and to discuss cases in which the ACC may be considering administratively charging.
14. Each of the parties to this MOU shall retain discretion in the applied methods, manner, and means of investigation for each allegation.
15. Notwithstanding, the Sheriff shall copy the ACC and correspond with the complainant regarding the outcome where administrative charges are sustained; and complainants in cases that are not administratively charged will receive correspondence from the ACC, with a copy to the Sheriff.
16. Insofar as practicable, the Sheriff, or designee(s), will attend the quarterly meetings of the PAB.
17. Subject to any limitations imposed by law, the Parties agree that each Party shall be responsible for its own actions and omissions pursuant to the performance of this MOU and no Party shall hold another liable with respect to any matter not arising from the other Party's action or omission.
18. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this MOU and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
19. This MOU shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions.
20. Each party agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and applicable codes of ethics pertaining to or regulating the responsibilities to be performed in accordance with this MOU, including those now in effect and hereafter adopted.
21. This MOU may only be amended by written agreement signed by all Parties. The Parties agree to implement this Agreement as drafted, including all prior, approved amendments until amended.
22. Either party may modify or terminate its responsibilities under this MOU by providing 30 days written notice of the desire to modify or terminate the MOU to the other party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, hereby evidence their agreement to the above terms and conditions by having executed this MOU.

Sheriff:

By: 
Ricky Cox, Sheriff

Calvert County Police Accountability Board:

By: 
Wilson H. Parran, Chairman

Calvert County Administrative Charging Committee:

By: _____
Scott Deacon, Chairman

Approved for form
and legal sufficiency


Office of County Attorney