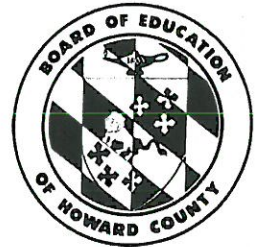

UPSD AGREEMENT

UNIFORM POLICE SERVICES DETAIL



**AGREEMENT BETWEEN THE
HOWARD COUNTY DEPARTMENT OF
POLICE
AND THE
HOWARD COUNTY BOARD OF
EDUCATION**



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

BOARD OF EDUCATION
- RENEE A. FOOSE, Ed.D, SUPERINTENDENT OF SCHOOLS -

MARCH 2017

AGREEMENT

THIS AGREEMENT is made this ___ day of March, 2017, by and between the Board of Education for Howard County, Maryland, with its place of business at 10910 Route 108, Ellicott City, Maryland 21042 (hereinafter referred to as the "Board"), and Howard County, Maryland, a body corporate and politic, with its place of business at 3430 Court House Drive, George Howard Building, Ellicott City, Maryland 21043 (hereinafter referred to as the "County").

WHEREAS, the County has established a Department of Police ("HCPD") which is responsible for the operation and enforcement of laws, rules and regulations concerning the preservation of public peace, the prevention of crime, the apprehension of criminals and the protection of the rights of persons and property within the County; and

WHEREAS, the HCPD is empowered to and has adopted reasonable rules and regulations regarding secondary or outside employment performed by its employees; and

WHEREAS, the Board wishes to employ the services of UPSD officers of the HCPD (hereinafter "UPSD") to perform security-related activities in connection with programs and events sponsored by the Board upon premises owned or controlled by the Board within the County; and

WHEREAS, the County is willing to advise officers within the HCPD of the Board's desire to secure their services while off-duty for the performance of security-related activities, and to permit and coordinate the referral and detail of UPSD Officers who are interested in providing these services; and

WHEREAS, the parties mutually agree that the provision of security-related services by UPSD Officers will benefit the residents of the County.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants expressed herein, it is hereby covenanted and agreed by each party hereto and with the other hereto as follows:

ARTICLE I

The County shall advise officers within the HCPD of the Board's interest in employing the services of UPSD Officers for security-related activities. Should any of its officers be interested in performing such services for the Board while off-duty, the HCPD shall refer and detail UPSD Officers, in a number as may be required from time to time by the Board, to perform security-related activities. The HCPD reserves the right to cancel any assignment that cannot be staffed with volunteers when Departmental priorities dictate. The Department will staff these positions on a strictly volunteer basis with members of the rank of Lieutenant or below.

ARTICLE II

UPSD Officers referred or detailed by the County at the request of the Board shall be advised by the County that they shall report to and be responsive to specific directions given by the Board on premises owned or controlled by the Board. The UPSD Officers will, nevertheless, be bound by the rules, regulations and policies of the HCPD while employed in security-related activities. Further, should circumstances dictate, as in the event of the occurrence of events which would ordinarily warrant the involvement of the HCPD, supervisors within the HCPD shall have the ultimate responsibility to provide supervision and/or assistance to the UPSD Officers performing

security-related activities for the Board.

ARTICLE III

The Board requires, and the County will so advise Officers within the HCPD, that UPSD Officers must utilize uniforms and police equipment mandated by the existing rules, regulations and procedures utilized by the HCPD while performing security-related activities for the Board.

ARTICLE IV

The supervision of UPSD Officers while performing security-related activities for the Board will be the responsibility of designated representatives of the Board. UPSD Officers will report and be stationed at such locations and during such times as are specified by the Board. Should circumstances dictate, however, as in the event of the occurrence of events which would ordinarily warrant the involvement of the HCPD, supervisors within the HCPD shall have the ultimate responsibility to provide supervision and/or assistance to UPSD Officers referred by the County.

ARTICLE V

A. While it is understood that UPSD Officers will be referred or detailed in such numbers and for such hours as may be specified by the Board, the Board agrees, and the County will so advise officers within the HCPD, that the Board will at no time schedule less than two (2) UPSD Officers for each event, nor schedule less than four (4) hours per UPSD Officer detailed per event. Should the number of hours required by the Board be less than four (4) hours per UPSD Officer per event, the Board agrees, and the County will so advise officers within the HCPD, that the Board shall nevertheless pay a minimum of four (4) hours per UPSD Officer referred or detailed per

event, regardless of the number of hours actually worked by the UPSD Officers referred or detailed to perform security related activities.

B. In the event that circumstances require the Board to ask an UPSD Officer to work longer than the hours scheduled by the Board in advance, the Board requires, and the County will so advise officers within the HCPD, that UPSD Officers may be required to work additional hours and will be required to work the first additional increment of fifteen (15) minutes in each hour without additional compensation. In addition, however, the Board agrees, and the County will so advise officers within the HCPD, that the Board will pay a minimum of one (1) hour's pay, at the same rate, for any time worked beyond the increment of fifteen (15) minutes mentioned above for each hour that is not a previously scheduled hour of work.

C. In the event that circumstances require an UPSD Officer to testify in any court concerning action taken or seen by the UPSD Officer during the course of providing security related services for the Board, the Board will be responsible for compensating its employees for any Court appearances that arise from their assignment to the Board detail unless the Court appearance results from the occurrence of events which would ordinarily warrant the involvement of HCPD.

ARTICLE VI

The Board requires, and the County will so advise Officers in the HCPD, that the wishes and desires of the Board, in its sole discretion, will be honored at all times, consistent with good judgment, in rejecting or replacing particular employees who are referred or detailed by the County, but who, in the opinion of the Board, do not fulfill the requirements for service in the security-related activities desired by the Board.

ARTICLE VII

The Board will give the County sufficient time after acceptance of this Agreement to notify and arrange for the referral or detail of UPSD Officers for events scheduled by the Board. In this regard, the Board shall utilize best efforts to submit a monthly schedule for events scheduled by the Board, at least ten (10) days prior to the end of each month, which schedule shall include the dates, times, and the number of UPSD Officers required in the next month, as well as a statement of the primary mission or job assignment of the persons to be assigned. Should the County learn that no officers within the HCPD wish to perform security-related services required by the Board for a particular date or time, the County shall utilize its best efforts to notify the Board of this fact in a timely manner prior to the occurrence of the scheduled event, in order to allow the Board an opportunity to secure security-related services from another source. Board expressly acknowledges that the County may not require UPSD Officers to perform security-related activities for the Board, and shall not, therefore, be in breach of this Agreement, if it is unable to refer or detail officers as requested by the Board.

ARTICLE VIII

County shall provide workers' compensation and liability insurance or self-insurance for UPSD Officers performing security-related activities for the Board, and the Board shall provide liability insurance to cover its indemnification obligations under the Agreement.

Notwithstanding the County's agreement to provide workers' compensation and liability insurance, the Board acknowledges and agrees that it shall not be released from liability, and that, subject to the limitations and immunities provided in Maryland law for

county Boards of Education, including their employees and agents, the Board shall bear full financial responsibility, for any claim made by any person, including the County, for damages allegedly sustained by a person due in any way to the actions, conduct or negligence of the Board, its agents, employees or assigns. The Board agrees that subject to the limitations and immunities provided in Maryland law it shall indemnify and hold harmless the County from any and all lawsuits, claims, demands or actions that may be brought against the County as a result of the actions, conduct or negligence of the Board, its agents, employees or assigns, when the action or conduct of UPSD Officers has not contributed to the damage allegedly sustained. The obligation accepted by the Board in this Article shall include, but not be limited to, reimbursement for reasonable attorneys' fees, litigation expenses and court costs.

ARTICLE IX

For the services specified in this Agreement, the Board shall pay the County an amount equal to the overtime rate (1.5 x hourly rate of each detailed Officer capped at the maximum legislative pay rate for a police Sergeant) of each UPSD Officer referred or detailed to work security related activities. These hourly charges are to be paid monthly by the Board to the County, after the event has been worked and an invoice has been sent from the County to the Board. The County and the Board shall design and implement an accounting system to track hours worked by UPSD Officers on a monthly basis. The Board acknowledges that the County may, in its sole discretion, establish whatever procedures it deems appropriate for UPSD Officers to receive pay for services provided to the Board, and that the County may retain such sums as may be necessary to defray the County's administrative expenses, including, but not limited

to, the costs of workers' compensation and liability insurance. The County shall also be responsible for withholding from the pay of UPSD Officers such sums as may be required by law, and shall be responsible for reporting the amounts earned by UPSD Officers in providing security related services to the Board.

ARTICLE X

In the event of a trespassing complaint, Officers assigned to Board Detail will stand by while a qualified Board representative directs the suspect(s) to leave Board property. If the suspect(s) refuse(s) to leave the property as directed, the officer will make an arrest for trespassing, a misdemeanor committed in his/her presence. Officers may make insight arrests for trespassing in those instances where they have prior knowledge that the suspect has been previously banned from the property. Detail Officers will not issue banning letters for the Board, but may document the fact that a banning letter was issued and served on an individual by an authorized Board representative in a police report.

ARTICLE XI

The Board will report any suspected breaches of conduct by officers assigned to the Board Detail to the administrative sergeant in the Operations Support Bureau. Flagrant violations will be reported immediately to the on-duty Watch Commander through the 911 Center. Disciplinary problems will be handled by the Police Department through established procedures. The disposition of these complaints may include suspension from the Uniformed Police Services Detail program in addition to other disciplinary measures.

ARTICLE XII

The services to be provided under and pursuant to this Agreement will begin on March __, 2017, at 8:00 A.M. It is understood that this agreement can be added to, amended, or modified by a document, in writing signed by both parties after negotiations mutually agreed to by the County, and the Board. This Agreement shall continue in force until either one of the parties gives sixty (60) days written notice to the other that it is terminating this Agreement.

ARTICLE XIII

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.

ARTICLE XIV

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

ARTICLE XV

This Agreement has been drafted by both parties and no provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

ARTICLE XVI

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

ARTICLE XVII

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by regular mail to the persons and addresses as follows:

1. For the County: Major Ellsworth Jones
Deputy Chief of Operations
Howard County Police Department
3410 Court House Drive
Ellicott City, Maryland 21043

2. For the Board: Kevin Burnett
Howard County Board of Education
10910 Route 108
Ellicott City, Maryland 21042

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

ATTEST:

HOWARD COUNTY BOARD OF EDUCATION


Valerie C. Gist

By:  (SEAL)

Dr. Renee A. Foote
Superintendent of Schools
Howard County Public School System

ATTEST:

HOWARD COUNTY, MARYLAND


Lonnie Robbins
Chief Administrative Officer

By:  (SEAL)

Allan H. Kittleman
County Executive

Date: 5/24/2017

Approved: Howard County Police Department



Gary L. Gardner
Chief of Police

5-16-17

Date

Approved for Form and Legal Sufficiency:


for 

Gary W. Kuc
County Solicitor

5/19/17

Date

Reviewing Attorney:

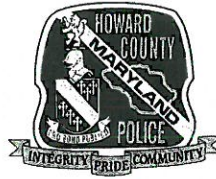


Cynthia Peltzman
Senior Assistant County Solicitor

5/19/2017

Date

ALLAN H. KITTLEMAN
County Executive



GARY L. GARDNER
Chief of Police

HOWARD COUNTY DEPARTMENT OF POLICE


3410 Court House Drive, Ellicott City, Maryland 21043

DATE: May 2, 2107

TO: Allan H. Kittleman
County Executive

Lonnie Robbins
Chief Administrative Officer

Gary W. Kuc
County Solicitor

FROM: Gary L. Gardner 
Chief of Police

SUBJECT: Uniform Police Service Detail Agreement with School Board

RECEIVED
MAY 19 2017
HOWARD COUNTY
ADMINISTRATION

2017 MAY 19 AM 10:30
GARY L. GARDNER

Who is making the request: Chief Gary L. Gardner

Dollar value for approval: N/A

Term of the Agreement: Until canceled with 60 days notice

Parties to the Agreement: HCPD & HC Board of Education

What the Agreement Requires the County to Do: Allow unformed officer to provide security details.

What the Agreement Requires the Contractor to Do: Pay costs of officers, with a four hour minimum

Are there any provisions that are different from the County's Standard Contractual Terms? No

Whom to call with questions: Tami Bulla, X3229
Office of the Chief of Police, Planning & Legislative Affairs

Any additional information that you deem important to note: Already reviewed/approved by Cynthia Peltzman, Office of Law

