

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this 29 day of December, 2022 by and between the Office of the State’s Attorney for Calvert County, Maryland (the “State’s Attorney”) 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The PAB and ACC arise from the implementation of Chapter 59 Laws of Maryland 2021, which repealed the Law Enforcement Officer’s Bill of Rights and established a statewide means for accountability and discipline process for police officers.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 powers and duties of the State’s Attorney to prosecute criminal violations remain unchanged by Chapter 59 Laws of Maryland 2021, leaving potential for convergence and overlapping responsibilities of the State’s Attorney and PAB/ACC.

The purpose of this MOU is to define the policies and protocols for the sharing of information and for the investigation of allegations of police misconduct in Calvert County, Maryland. These protocols are intended to expedite the sharing of information and ensure that administrative investigations of the ACC do not interfere with criminal investigations of the State’s Attorney.

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. Promptly upon receipt of a complaint, the PAB shall provide a copy of the complaint to the State’s Attorney for review and consideration whether a criminal investigation will be started.
2. The ACC shall not proceed with any investigation of a complaint it receives and has forwarded to the State’s Attorney until either:
 - a) The State’s Attorney has been afforded at least seven (7) calendar days to review the complaint; or
 - b) The State’s Attorney has advised they do not currently intend to pursue criminal charges.
3. If the State’s attorney advises the ACC that a criminal investigation will be conducted at any time prior to the ACC making recommendations to the head of law enforcement agency, the ACC will discontinue processing of the complaint until either:
 - a) Criminal charges are filed; or
 - b) The State’s Attorney advises that continuation or resumption of the administrative investigation and process may proceed.
4. The State’s Attorney shall provide the ACC a copy of each complaint of police misconduct that:
 - a) The State’s Attorney did not prosecute criminally; and
 - b) The State’s Attorney received from a source other than the PAB.
5. Upon conclusion of any investigation performed by the State’s Attorney’s Office, the

State's Attorney will supply the ACC with a written memorandum stating whether the investigation will or will not result in the filing of criminal charges.

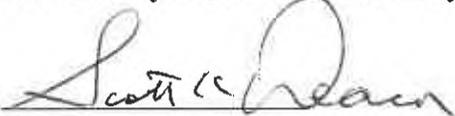
6. Any memorandum or documents prepared by the State's Attorney and furnished to the ACC will be considered work product and confidential and the document itself is not to be disclosed to the public absent Court order.
7. Each of the parties to this MOU shall retain discretion in the applied methods, manner, and means of investigation for each complaint.
8. 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.
9. 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.
10. This MOU shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions.
11. 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.
12. This MOU may only be amended by written agreement signed by all Parties.
13. Either party may terminate its responsibilities under this MOU by providing 30 days written notice of the desire to terminate the MOU to the other party.

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.

By: 
Robert H. Harvey, Jr.,
State's Attorney

Office of the State's Attorney for Calvert County, Maryland

By: 
Wilson H. Parran,
Chairman
Calvert County Police Accountability Board

By: 
Scott Deacon, Chairman
Calvert County Administrative Charging Committee