

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 24-O-05

Date Introduced: February 12, 2024

Sponsored by: Council President Adam Hiob and Councilwoman Tandra Ridgley

Public Hearing: February 26, 2024

Amendments Adopted: None

Date Adopted: March 11, 2024

Date Effective: April 1, 2024

AN ORDINANCE concerning

SCHOOL RESOURCE OFFICERS’ AGREEMENT BETWEEN
THE SHERIFF OF HARFORD COUNTY AND
THE CITY OF ABERDEEN FOR THE 2023-2024 SCHOOL YEAR

FOR the purpose of approving a certain School Resource Officers’ Agreement (“Agreement”) between the Harford County Sheriff’s Office (“Sheriff’s Office”) and the City of Aberdeen, and all matters generally related to the Agreement.

* * * * *

EXPLANATORY STATEMENT: The City of Aberdeen desires the Sheriff of Harford County to provide Deputies to serve as School Resource Officers (“SROs”) in the City of Aberdeen schools upon certain terms and conditions. The Agreement shall be effective from January 29, 2024 and end on June 30, 2024 with the intent to renew. The Mayor and Council believes the Agreement is in the interests of the City and its residents.


SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN that the Agreement, a copy of which is attached to this Ordinance as **Exhibit A**, is ratified and approved, and the Mayor is authorized to execute and deliver such Agreement on behalf of the City.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN, that this Ordinance shall become effective at the expiration of twenty (20) calendar days following adoption.

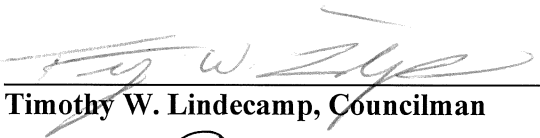
COUNCIL OF THE CITY OF ABERDEEN



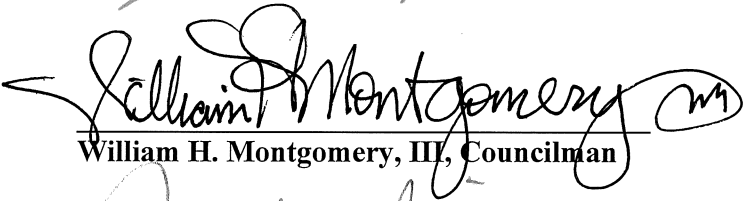
Patrick L. McGrady, Mayor



Adam M. Hiob, Council President



Timothy W. Lindecamp, Councilman




William H. Montgomery, III, Councilman



Tandra A. Ridgley, Councilwoman

ATTEST:



Monica A. Correll, City Clerk

Date March 11, 2024

SEAL:

EXHIBIT A

School Resource Officers' Agreement Between The Sheriff of Harford County And The City of Aberdeen For the 2023-2024 School Year

This Agreement, made this, _____, by and between the Harford County Sheriff's Office, hereinafter referred to as the "Sheriff's Office" and the City of Aberdeen.

WITNESSETH:

THAT WHEREAS, the City of Aberdeen desires law enforcement services to be rendered by the Sheriff of Harford County, namely, the providing of Deputies to serve as School Resource Officers ("SROs") in the City of Aberdeen schools; and

WHEREAS, the Sheriff of Harford County agreed to provide law enforcement services to the City of Aberdeen schools upon certain terms and conditions provided hereinafter; and

NOW, THEREFORE, in consideration of mutual promises contained herein and the acts and things done and performed, and to be done and performed by the Parties hereto, one with the other, the Parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE SHERIFF'S OFFICE

- 1.01 The Sheriff shall provide Deputies assigned to the City of Aberdeen middle and high schools. During this Agreement's term, Deputies and Supervisor(s) shall be assigned to the Sheriff's School Policing Unit and deployed in the City of Aberdeen's Harford County Schools as SROs. It is understood that the SROs may be required, for short periods of time, to attend other duties as assigned in lieu of their duties under this Agreement. It is further understood that the SROs are employees of the Harford County Sheriff's Office and will be subject to the rules and regulations, policies, and procedures of the Sheriff's Office.
- 1.02 In the event of a resignation, dismissal, or reassignment of an SRO, the Sheriff's Office will provide a replacement as soon as possible. If a deputy is not available as an immediate replacement, the Sheriff's Office will provide a replacement within a reasonable amount of time after the vacancy.
- 1.03 If an SRO is absent from a middle or high school for illness, leave, or other law enforcement reasons, the Sheriff's Office will attempt to provide a substitute officer. If the SRO is out of school on extended leave, the Sheriff's Office will work with the Aberdeen Police Department to develop a plan to offer adequate coverage for the SROs assigned school(s).
- 1.04 The Sheriff's Office will provide all uniforms, vehicles, equipment, and materials the SROs need to perform their function, including body-worn cameras.

- 1.05 SROs will be a member of their assigned school's Threat Assessment team and will call on Aberdeen Police Department Officers to assist with additional investigative efforts needed outside of the school and in the City of Aberdeen.
- 1.06 The Sheriff's Office and the Aberdeen Police Department will work collaboratively on criminal investigations involving the schools. The Sheriff's Office will assume primary responsibility for handling law enforcement calls for service occurring during school hours on school property. All criminal complaints outside of school hours, even those reported in the school, will not be the responsibility of the Sheriff's Office.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE ABERDEEN POLICE DEPARTMENT

- 2.01 The Community Services Division Commander or other designee of the Sheriff shall work with the Patrol and Field Operations Commander of the Aberdeen Police Department or his Designee to coordinate the activities of, and otherwise communicate with, the SROs on behalf of the Aberdeen Police Department.
- 2.02 The Aberdeen Police Department will work collaboratively on criminal investigations involving the schools. The Aberdeen Police Department will assume primary responsibility for handling law enforcement calls for service outside school hours on school property and all investigations off school property in the City of Aberdeen.
- 2.03 The Aberdeen Police Department will contact the Sheriff's Office for situations in the community that could affect school operations, such as threats, violence between students, or any events in proximity to the school that could impact school operations.
- 2.04 The Aberdeen Police Department will allow Sheriff's Office SROs to use the Aberdeen Police Department to process arrests that occur in the City of Aberdeen's Harford County Public Schools.
- 2.05 If a Sheriff's Office SRO is unavailable to handle a call for service at a City of Aberdeen Harford County Public School, the Aberdeen Police Department Patrol and Field Operations will be responsible for the response.
- 2.06 The Aberdeen Police Department will assist SROs when requested during investigations and emergencies.

SECTION 3. JOINT DUTIES

- 3.01 During a large-scale critical event, the Aberdeen Police Department Public Information Office and the Sheriff's Office Public Information Office will establish a joint information center to coordinate the release of public information. A virtual joint information center may be used when needed.
- 3.02 If a claim or lawsuit is filed against any party to this Agreement relating to the scope of this Agreement, the parties agree to cooperate in the defense of such claims or lawsuit and to each bear, at its sole expense, its defense of such claims or lawsuit.
- 3.03 The SROs from the Sheriff's Office will be primarily responsible for providing security coverage for all Harford County Public School after-school events. If the SROs are unavailable, the Aberdeen Police Department will be requested to assist in these details.

SECTION 4. INDEMNIFICATION

- 4.01 The City of Aberdeen shall indemnify and save the Sheriff's Office harmless for any liability arising from the negligence of the Aberdeen Police Department's employees or agents arising from the operation and implementation of the School Resource Officer Program.

The Harford County Sheriff's Office shall indemnify and save the City of Aberdeen harmless for any liability arising from the negligence of the Sheriff's Office employees or agents arising from the operation and implementation of the School Resource Officer Program.

Indemnification obligation should be subject to The Maryland Local Government Tort Claims Act ("LGTC") and the availability of funds. Nothing in the Agreement shall be construed to affect in any way the Sheriff's Office's or the City of Aberdeen's rights, privileges, and immunities or defenses, which may exist by statute or common law concerning any claim, action, or cause of action by or on behalf of any third person.

SECTION 5. TERM OF AGREEMENT

- 5.01 This Agreement shall be effective, from **January 29th, 2024**, and end on **June 30th, 2024**, with the intent to renew the Agreement, subject to the availability of the necessary funding, for successive one-year terms beginning on **July 1st, 2024**. The same terms and conditions are intended to continue from year to year without re-execution, subject to the right of either Party to terminate as set out below.
- 5.02 Either Party may terminate this Agreement by serving written notice upon the other Party at least **ninety (90) days** in advance of such termination.

5.03 Notices of termination shall be provided as follows:

To the Sheriff's Office:

Captain T. Penman, Division Commander, Community Services
45 South Main Street, Bel Air, MD 21014
penmant@harfordsheriff.org

With a copy to Melissa Lambert, Director, Legal Affairs,
lambertm@harfordsheriff.org

To the Aberdeen Police Department:

Lieutenant Thaddeus P. Tomlinson, Commander, Administrative Division
60 N. Parke Street, Aberdeen, MD 21001
ttomlinson@aberdeennmd.gov

SECTION 6. INVALID PROVISION

- 6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the Parties hereunder, the Parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties.

Failing agreement on such amendment, either Party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

- 7.01 Neither Party to the Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other Party.

SECTION 8. NO WAIVER

- 8.01 The failure of either Party to enforce at any time any of the provisions, rights, or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either Party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

- 9.01 This Agreement is the complete Agreement of the Parties; it may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the Parties, whether written or oral, concerning the subject matter hereof.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month, and the year first above written.

HARFORD COUNTY SHERIFF

BY:

Jeffrey R. Gahler
Sheriff

THE CITY OF ABERDEEN

BY:

Patrick McGrady
Mayor

ABERDEEN POLICE DEPARTMENT

BY:

Henry Trabert
Chief

Approved as to Legality and Form: _____
Attorney for Harford County Sheriff's Office

CC: ☐ HCSO | Police Operations Bureau Commander
☐ HCSO | Communications Specialist
☐ HCSO | Budget Technician