

GENERAL ORDER OPS-64: Appendix B

MEMORANDUM OF AGREEMENT BETWEEN THE
HOWARD COUNTY DEPARTMENT OF POLICE
AND PRIVATE PROPERTY OWNERS

This Memorandum of Agreement ("MOA") is executed by the Howard County Department of Police ("HCPD") and _____, a Private Property Owner ("PPO").

Physical address where banning agreement will be applied _____

I. PURPOSE

The purpose of the MOA is to outline procedures the HCPD will utilize to assist owners and managers of private property with the enforcement of the trespass laws, and to identify the responsibilities of each party to the MOA. The HCPD intends to enforce these laws in an effort to have a positive impact on the community, and have enforcement serve as an effective tool for the resolution of quality of life complaints.

This initiative will be achieved by:

- A. Having private property owners utilize the standardized HCPD Banning Notice template (Appendix A) to ensure consistency of content and information concerning banned individuals.
- B. Having banned individuals entered into the ILEADS database system, which will enable officers on a scene to be able to easily identify trespass suspects.
- C. Having private property owners adhere to the procedures set forth in the banning process.
- D. Ensuring that private property owners notify HCPD of all banned individuals by sending a scanned copy of the Banning Notice to: (HCPDBANNING@howardcountymd.gov).
- E. Ensuring that HCPD is notified via e-mail of all cancelled Banning Notices allowing for a transitional time period for processing of paperwork.

II. RESPONSIBILITIES AND PROCEDURES

- A. In banning individuals from their property, the PPO hereby agrees to utilize the Banning Notice included as Appendix A in HCPD General Order OPS-64. By signing this Agreement, the PPO acknowledges receipt of the model ban letter.
- B. The PPO shall be responsible for making certain that all information contained in the Banning Notice is true and accurate.
- C. **The HCPD will not enforce a ban that exceeds one (1) year in duration.**
- D. It is the responsibility of the PPO or an Authorized Representative to issue and serve the Banning Notice.

The HCPD may not personally serve an individual with a Banning Letter for private property.

***Exception:** If an officer has personal knowledge that an AR wants an individual banned from the property, and the AR has previously completed and signed a HCPD Banning Notice, that officer may present the Banning Notice to the individual for signature when the AR is not on location. The officer's name, ID#, date, and time will be documented on the Banning Notice. An Incident Report will also be completed detailing the circumstances.

- E. When the HCPD Banning Administrator receives a properly executed banning notice from the PPO, the appropriate ban information will be entered into the Records Management System and a hard copy will be maintained within the command of the Banning Administrator until expiration of the banning letter.
- F. Whenever the PPO wants a banned individual arrested or removed from its property, the PPO shall be present to identify the subject (if needed).

- G. Whenever HCPD provides information to the PPO, which may necessitate the banning of an individual, the PPO agrees to send a Banning Notice to the individual via certified mail and fax scan and e-mail a copy of the Banning Notice to: (HCPDBanning@howardcountymd.gov) as soon as possible after the certified letter is signed and returned to the PPO.
- H. Whenever an individual's ban is cancelled, the PPO shall immediately notify the HCPD Banning Administrator via e-mail that the ban is rescinded.

III. TERM

The term of this Agreement shall be for a period of one (1) year from the date this MOA is executed by both parties. This Agreement will automatically renew each year, but may be terminated by any party upon thirty (30) days written notice to the other party.

IV. LIABILITY/INDEMNIFICATION

- A. The parties expressly acknowledge that HCPD is not acting as an agent for the PPO in performing its law enforcement activities under this Agreement. Subject to limitations otherwise imposed by law, each party shall be responsible for its own negligence or tortuous conduct (or the negligence or tortuous conduct of its respective officials, employees, agents and volunteers) arising out of this Agreement.
- B. To the fullest extent allowed by law, the PPO shall defend, indemnify and hold harmless the County from all claims, suits, judgments, expenses, activities, damages and costs of every kind and description arising out of or resulting from the negligence of the PPO, its servants, or agents under this Agreement.

V. MODIFICATIONS

This MOA may be modified at any time by written consent of all parties. Modifications to this MOA shall have no force and effect unless such modifications are reduced to writing and signed by each party.

VI. AUTHORITY

By signing this MOA, each party specifically represents that he or she has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on (Date) _____, by affixing hereon their respective signatures.

PRIVATE PROPERTY OWNER

Printed Name: _____
 Signature: _____
 Title: _____
 Address: _____
 Phone: _____

HOWARD COUNTY POLICE DEPARTMENT

Signature: _____
 Deputy Chief of Police
 Operations Command
 Date: _____