

Exhibit A to the Settlement Agreement and Release

in

Black, et al. v. Webster, et al

Civil Action No. 1:20-cv-03644-CCB

Introduction

The intent of this Exhibit A to the Settlement Agreement and Release in the above-referenced matter is to document the equitable relief agreed to by the Coalition for Justice for Anton Black (hereinafter “the Coalition”) and the Town of Greensboro, the Town of Ridgely, and the Town Council of Centreville (sometimes referred to in this Exhibit A as “each Municipality” or “a Municipality” or “the Municipality”).

I. General Orders, Policies and Training.

A. Use of Force. The Town of Greensboro’s General Order 300 Use of Force, as modified in Exhibit A-1, which is attached hereto and incorporated herein, will be the model general order to be utilized by the Towns of Greensboro, Ridgely and Centerville in updating their respective Use of Force General Orders.

B. Mental Health. All current officers and new hires employed by a Municipality will attend training provided by the Anne Arundel County Police Department or other similar reputable training program (hereinafter collectively “Anne Arundel County Police Department”). Attending AACoPD’s eight (8)-hour Mental Health First Aid for Public Safety will satisfy this requirement.

1. Each Municipality will undertake best efforts to have twenty-five percent (25%) of the Municipality’s respective officers complete Anne Arundel County Police Department’s Crisis Intervention Team Program training, which is a forty (40)-hour program. It is expressly understood that the Crisis Intervention Team Program training is voluntary as emphasized by CIT International, Inc., and the 25% aspirational goal may not be met.

2. A Municipality which has officers with current mental health training through a similar reputable training program shall so indicate in the Reports envisioned in Part II of this Exhibit A.

3. Mental health refresher training will be conducted in accordance with best practices as recommended by Anne Arundel County Police Department.

4. A reference to the Eastern Shore Mobile Crisis Team or any successor entity as a resource will be placed in each Town’s General Orders in the appropriate location (*e.g.*, Greensboro Policies 409 and 415, Ridgely General Order 4-4, Centreville Directive 16.5).

C. Additional Training. Unless otherwise provided for by state requirements, each municipality will require annual training (in-service or otherwise) on the following:

1. Intervention.

2. Implicit Bias.
3. De-escalation.

D. Hiring of Law Enforcement Officers. Each Municipality will modify its policies and General Orders to require that:

1. Open law enforcement officer positions be advertised publicly;
2. Each newly hired law enforcement officer will be introduced to the community at the first Town meeting after the law enforcement officer is hired, if feasible. Best efforts will be made to introduce each newly hired officer at a Town meeting as soon as possible if it is not the first meeting after the officer is hired. Individuals who are hired prior to attending a police academy will only be required to be introduced upon completion of the academy; and
3. Each newly hired officer will remain on probation for one year.

E. Time for Implementation and Completion of A through D. Each Municipality will have six months from the effective date of the Agreement to implement the policy changes associated with subparts A through D of Part I of this Exhibit A. Each Department should utilize best efforts to have the training required in subpart B completed within two years of the effective date of this agreement. Each department shall complete Part C's training requirement within one year of the effective date of this Agreement and maintain currency for the duration of this Agreement.

II. Reporting.

A. Policy Changes. Any policy revised pursuant to Part I of this Exhibit A during the pendency of this Exhibit A, shall be provided to Counsel for the Coalition within thirty (30) days of the implementation of the same.

B. Mental Health Training Reports. Every six months, each Municipality shall provide to counsel for the Coalition; a statistical summary of the number of officers who have attended Mental Health Training. The summary should indicate the number of officers in each department, the number trained, the dates of training, the type of training, the training entity, and the number of officers remaining to be trained. If an officer has already completed comparable training and that training is current, it should be so indicated in the report and will be satisfactory for the purposes of this Agreement.

C. ESMCT Usage Reports. Every six months, each Municipality shall provide to counsel for the Coalition a statistical summary of each call placed to the Eastern Shore Mobile Crisis Team. The report shall include, the date and time of the call, the nature of the response provided by ESMCT (non-responsive, phone, or in-person), and a brief summary of the outcome.

D. Reporting Period. The reporting periods identified in B and C above shall be every six (6) months from the Effective Date of the Agreement and the reports shall be due thirty (30) days after each reporting period ends.

E. Citizen Complaints and Police Discipline. Annually, each Municipality shall cause to be published on their respective police department's website statistics indicating the number and category of citizen complaints filed regarding police practices and each police department's disciplinary statistics for that year.

III. Implementation.

A. Best efforts shall be utilized to obtain the approval of the Settlement Agreement by each Municipality's governing body.

B. The requirements of this Exhibit A will remain in effect for a period of two years following the Effective Date of the settlement agreement.

C. For the purposes of this Exhibit A, the Effective Date shall be the date of the last party to sign the Settlement Agreement.

D. Any provision contained herein that is superseded by state or federal law shall be considered void.

IV. Dispute Resolution.

A. With respect to disputes concerning the interpretation, enforcement, or implementation of this Exhibit A:

1. A party claiming a breach of this Part A must provide a written, detailed notice via either electronic transmission or hand delivery, to the opposing party describing the alleged breach and stating the factual and legal basis for the allegation, within ten (10) business days of when the party knew, or should have known, of the alleged breach.

2. Following the service of the notice, which may be via electronic transmission or hand delivery, the Parties shall attempt to negotiate a resolution of the claim for a period of at least 15 business days (the "15-day negotiation period").

3. At the end of the 15 business day period: the party asserting the claim may seek relief from the Court.

B. The United States District Court for the District of Maryland shall have exclusive jurisdiction and venue to hear and determine any dispute arising from this Exhibit A.

C. Each party shall bear its own costs, including attorneys' fees, in any proceeding brought under this Exhibit A.

V. Contact Information for Reports and for Notice.

The contact information below for any report to be provided or notice to be given should be addressed as follows:

To Counsel for the Coalition:

John A. Freedman, Esq.
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, D.C. 20001

With a copy to:

Deborah Jeon, Esq.,
ACLU of Maryland
3600 Clipper Mill Road, Unit 350
Baltimore, Maryland 21211

If to the Town of Greensboro:

Mayor
Town Manager
Town of Greensboro
113 Main Street
PO Box 340
Greensboro, Maryland 21639

With a copy to:

Lyndsey Ryan, Esquire
Town Attorney, Town of Greensboro
Booth, Cropper & Marriner, P.C.
130 North Washington Street
Easton, Maryland 21601-1747
lryan@bbcmllaw.com

If to the Town of Ridgely:

President of the Town Commissioners
Town Clerk
Town of Ridgely
2 Central Avenue
Ridgely, Maryland 21660

With a copy to:

Patrick W. Thomas, Esq.
Town Attorney, Town of Ridgely
MacLeod Law Group, LLC
110 North Cross Street
Chestertown, Maryland 21620

and

300 Market Street, Suit 104
Denton, Maryland 21629

If to the Town Council of Centreville:

Council President
Town Manager
Town of Centreville
Town Hall
101 Lawyers Row
Centreville, Maryland 21617

With a Copy to:

Sharon M. VanEmburch
Town Attorney, Town Council of Centreville
Ewing, Dietz, Fountain & Kaludis
16 South Washington Street
Easton, Maryland 21601

Any Notice to Any one of the Three Towns shall copy:

Director of Legal Services
Local Government Insurance Trust
7225 Parkway Drive
Hanover, Maryland 21076

SIGNATURE PAGE TO FOLLOW

Coalition for Justice for Anton Black

By: Richard M. Patten, Jr.
(signature)
Richard M. Patten, Jr.
Printed Name
Founder / President
Title

7/21/22
Date

Town of Greensboro

By: _____
Kevin Reichart, Mayor

Date

Town of Ridgely

By: _____
Anthony Casey, President
Commissioners

Date

Town Council of Centreville

By: _____
Steven Kline, Council President

Date