



**BALTIMORE CITY COUNCIL  
PUBLIC SAFETY AND  
GOVERNMENT OPERATIONS  
COMMITTEE**

**Mission Statement**

*On behalf of the Citizens of Baltimore City, the Public Safety and Government Operations will be responsible for matters concerning public safety, including, but not limited to; emergency preparedness, police services, fire/EMS, and the executive, administrative, and operational functions of the city government and libraries.*

**The Honorable Mark Conway  
Chairman**

**PUBLIC HEARING**

**Wednesday, May 11, 2022  
1:00 PM**

**Council Bill: 22 – 0090R  
Informational Hearing –  
Fire Chief – Annual Review**

## CITY COUNCIL COMMITTEES

### **ECONOMIC AND COMMUNITY DEVELOPMENT (ECD)**

Sharon Green Middleton, Chair  
John Bullock – Vice Chair  
Mark Conway  
Ryan Dorsey  
Antonio Glover  
Odette Ramos  
Robert Stokes  
*Staff: Jennifer Coates*

### **WAYS AND MEANS (W&M)**

Eric Costello, Chair  
Kristerfer Burnett  
Ryan Dorsey  
Danielle McCray  
Sharon Green Middleton  
Isaac “Yitzy” Schleifer  
Robert Stokes  
*Staff: Marguerite Currin*

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Erick Costello  
Antonio Glover  
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*Staff: Marguerite Currin*

### **HEALTH, ENVIRONMENT, AND TECHNOLOGY (HET)**

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Mark Conway  
Ryan Dorsey  
Phylicia Porter  
James Torrence  
Isaac “Yitzy” Schleifer  
*Staff: Matthew Peters*

### **RULES AND LEGISLATIVE OVERSIGHT (OVERSIGHT)**

Isaac “Yitzy” Schleifer, Chair  
Kristerfer Burnett  
Mark Conway  
Erick Costello  
Sharon Green Middleton  
Odette Ramos  
James Torrence  
*Staff: Richard Krummerich*



**BILL SYNOPSIS**

**Committee: Public Safety and Government Operations**

**Bill 22-0090R**

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**Informational Hearing – Fire Department –  
Office of the Chief – Annual Review**

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**Sponsor:** Councilwoman Danielle McCray

**Introduced:** February 22, 2022

**Purpose:**

For the purpose of requesting that the Chief of the Baltimore City Fire Department come before the City Council to initiate the process of annually reviewing the duties of the Office of the Chief; requiring the review to include an evaluation of the Department’s efforts to meet performance goals; requesting that the Chief, in consultation with the City Council, establish goals and objectives for the upcoming year; and requesting that the Chief identify service delivery gaps that need to be addressed.

**Effective:** N/A

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**Agency Reports**

Law Department	
Fire Department	

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## Analysis

### Background

The duties and responsibilities of the Baltimore City Fire Chief are outlined in the Baltimore City Charter and Code, as well as in his executive employment contract with the city.

In those documents it specifies that the Fire Chief shall supervise, plan, organize, direct, staff and coordinate the administrative and operational functions of the department. He shall also be responsible for reporting on the operational performance of the department and shall assist in the preparation of the fire department's budget.

### Baltimore City Code – Article 9 – Subtitle 1 – Section 3: Facilities

It shall be the duty of said Chief to examine all fire apparatus and stations and equipment used for the purposes of the Fire Department and the companies attached, as often as circumstances may render expedient. Whenever the facilities of the fire department require alterations, additions, or repairs, the Chief of the Fire Department shall cause to be made, as he deems expedient, such alterations, additions, and repairs, the whole to be done under the jurisdiction and control of the Chief.

### Fire Chief Tenure in Office

Mr. Niles Ford has served as the Baltimore City Fire Chief since March 10, 2014. During his tenure as Fire Chief, Mr. Ford has:

- Implemented Drive Cam technology, resulting in reduced workers compensation claims among Department personnel and fewer vehicle collisions;
- Initiated high school programs that train students to become nationally certified firefighters and Emergency Medical Technicians;
- Successfully transitioned to a new schedule that right-sized the Department's shift demands, resulting in millions in savings toward the City's 10 Year Financial Plan;
- Introduced community-selected hiring of personnel where citizens interview and assist in selecting highly qualified Department personnel;
- Promoted diversity within the Department;
- Launched both the Dive Team and Special Operations Command;
- Spearheaded a public/private partnership to modernize several fire station kitchens for Department personnel;
- Led the transition from an all advanced life support (ALS) system to a two-tiered system that deploys both ALS and basic life support (BLS) units; and
- Implemented mapping systems, which allow for increased command and control of fire suppression assets and for the Department to verify the arrival times of units to the scene of an emergency.

Some persistent concerns that have gone on during the tenure of the Fire Chief are:

- The line of duty deaths of four fire department personnel between 2014 - 2022;
- The lack of a progressive Safety Culture;
- The recruitment and hiring of minority candidates into fire suppression positions;
- Annual overage in overtime spending;
- The annual conversations around company/station closures;

- Dealing with continuous staffing shortages;
  - Increased volume of EMS related calls for service; and
  - The continued decline in fire department equipment and facilities.
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### **Additional Information**

#### **Information Source(s):**

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Analysis by: Samuel Johnson  
Analysis Date: May 11, 2022

Direct Inquiries to: (410) 396-1091

**CITY OF BALTIMORE  
COUNCIL BILL 22-0090R  
(First Reader)**

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Introduced by: Councilmembers McCray, Ramos, Middleton  
Introduced and read first time: February 22, 2022  
Assigned to: Public Safety and Government Operations Committee

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REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Fire Department

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A RESOLUTION ENTITLED

1 A COUNCIL RESOLUTION concerning

2 **Informational Hearing – Fire Department –**  
3 **Office of the Chief – Annual Review**

4 FOR the purpose of requesting that the Chief of the Baltimore City Fire Department come before  
5 the City Council to initiate the process of annually reviewing the duties of the Office of the  
6 Chief; requiring the review to include an evaluation of the Department’s efforts to meet  
7 performance goals; requesting that the Chief, in consultation with the City Council, establish  
8 goals and objectives for the upcoming year; and requesting that the Chief identify service  
9 delivery gaps that need to be addressed.

10 **Recitals**

11 The duties of the Office of the Chief of the Baltimore City Fire Department are outlined in  
12 the City Charter and in ordinances passed by the Mayor and City Council. The Office of the  
13 Chief is responsible for supervising and directing the Fire Department. Within that authority, the  
14 Office shall take all proper measures for the protection of property, preservation of life, and  
15 observance of the laws of the State, ordinances of the City, and regulations governing fire and  
16 emergency medical services.

17 In recent years, the Fire Department has been faced with an increased demand for emergency  
18 medical services, staffing shortages, station closures, deteriorating facilities and fleet, and the  
19 health and safety of the Department’s workforce.

20 In 2015, the Office of the Chief released a report outlining the tragic death of Lieutenant  
21 James Bethea, who died in the line of duty. The report recommended the Department implement  
22 safety reforms. The following year, the Department partnered with the Center for Public Safety  
23 Excellence to bring together a number of external stakeholders, along with its members, to  
24 develop a long-term strategic plan for the years 2016 through 2021. The strategic plan was used  
25 to guide the Department as it pursued its goals of efficient service and professionalism.

EXPLANATION: CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.

**Council Bill 22-0090R**

1 In the spirit of transparency and oversight, the Council is requesting that the Chief present:

- 2 (1) the yearly goals and initiatives that have been the Office’s focus since the Chief was  
3 appointed;
- 4 (2) a status report on the health and safety reforms that were recommended and  
5 implemented after the death of Lieutenant Bethea.;
- 6 (3) an update on the implementation process of the goals that were set in the 2016-2021  
7 strategic plan; and
- 8 (4) a briefing on the Chief’s 2022-2023 goals and initiatives.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BALTIMORE,** That the  
10 Baltimore City Council requests that the Chief of the Baltimore City Fire Department come  
11 before the City Council to begin the process of conducting annual performance evaluations of the  
12 Office of the Chief, including a review of the prior year’s performance and the establishment of  
13 goals and initiatives for the upcoming year.

14 **AND BE IT FURTHER RESOLVED,** That a copy of this Resolution be sent to the Chief  
15 Administrative Officer, the Chief of the Baltimore City Fire Department, the Deputy Mayor of  
16 Public Safety, and the Mayor’s Legislative Liaison to the Baltimore City Council.


**PUBLIC SAFETY AND  
GOVERNMENT OPERATIONS  
COMMITTEE**

**AGENCY REPORTS**



File #

400

<b>FROM</b>	NAME & TITLE	Matthew Garbark, Deputy Chief of Staff <i>MG</i>	CITY of BALTIMORE  <b>MEMO</b> <i>15-17</i>	
	AGENCY NAME & ADDRESS	Office of the Mayor Room 250, City Hall		
	SUBJECT	Employment Agreement for Fire Chief Niles R. Ford, PhD		

TO Honorable President and Members of the Board of Estimates DATE: February 11, 2019

**ACTION REQUESTED OF THE BOARD OF ESTIMATES:**

The Board of Estimates is requested to approve and authorize execution of an Employment Agreement (“Agreement”) between Fire Chief Niles R. Ford, PhD (“Dr. Ford”) and the Mayor and City Council of Baltimore City (“City”). The agreement is effective upon approval by the Board of Estimates and shall continue for a period of five (5) years.

**AMOUNT AND SOURCE OF FUNDS:**

The amount of the Agreement is \$210,000 per annum, subject to a defined per annum adjustment as provided for therein, and will be paid from budget account number 1001-000000-2101-225900-601061.

**BACKGROUND/EXPLANATION:**

Dr. Ford has served as the Fire Chief since March 10, 2014, when his appointment was first approved by the City Council. Mayor Catherine Pugh nominated Dr. Ford to continue serving as the Baltimore City Fire Chief upon taking office. He was subsequently confirmed again by the City Council on August 14, 2017. The Mayor and the City wish to extend Dr. Ford’s term of employment as the Fire Chief of Baltimore City to five years from the date of approval by the Board and increase his annual salary. Dr. Ford agrees to enter into an agreement with the City to serve as the City’s Fire Chief for this period of time.

During his tenure as Fire Chief, Dr. Ford has:

- Implemented Drive Cam technology, resulting in reduced workers compensation claims among Department personnel and fewer vehicle collisions,
- Initiated high school programs that train students to become nationally certified firefighters and Emergency Medical Technicians,
- Successfully transitioned to a new schedule that right-sized the Department’s shift demands, resulting in millions in savings toward the City’s 10 Year Financial Plan,
- Introduced community-selected hiring of personnel where citizens interview and assist in selecting highly qualified Department personnel,
- Promoted diversity within the Department,
- Launched both the Dive Team and Special Operations Command,

Employment Agreement for Fire Chief Niles R. Ford, PhD  
Page Two

- Spearheaded a public/private partnership to modernize several fire station kitchens for Department personnel;
- Led the transition from an all advanced life support (ALS) system to a two-tiered system that deploys both ALS and basic life support (BLS) units, and
- Implemented mapping systems, which allow for increased command and control of fire suppression assets and for the Department to verify the arrival times of units to the scene of an emergency,

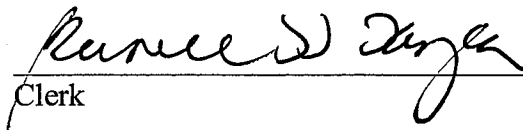
The Mayor wishes to continue employing Dr. Ford as the Fire Chief for Baltimore City and Dr. Ford agrees to enter into a new agreement with the City to serve in this role. The agreement details the benefits to which Dr. Ford is entitled, including potential severance payments in the case of a "termination without cause."

Dr. Ford's current agreement, which carries an annual salary of \$183,500, does not expire until June 30, 2020. However, the Mayor desires to enter into this new agreement that extends Dr. Ford's term of employment to five years from the date of approval by the Board of Estimates and increases his annual salary to \$210,000.

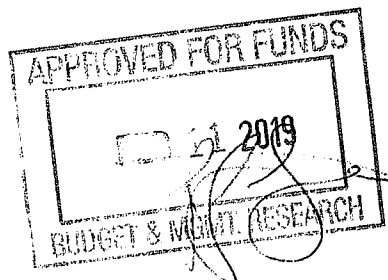
The Law Department has reviewed and approved this Agreement for form and legal sufficiency.

**APPROVED BY THE BOARD OF ESTIMATES:**

**FEB 27 2019**

  
Clerk

\_\_\_\_\_  
Date



**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE MAYOR AND CITY COUNCIL OF BALTIMORE  
AND  
NILES R. FORD**

**FEB 27 2019**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between Niles R. Ford, PhD (“Dr. Ford”) and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (“City”) and sets out the terms of Mr. Ford’s employment as Fire Chief for Baltimore City (“Fire Chief”).

**RECITALS**

WHEREAS, pursuant to Article VII Section 48(b), and Article IV Section 6 of the Baltimore City Charter, the Mayor appointed Dr. Ford as Fire Chief, and on November 2016, his appointment was confirmed by the City Council.

WHEREAS, Dr. Ford desires to continue to serve as Fire Chief.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises, terms and conditions contained herein, and other good and valuable consideration, the adequacy of which is acknowledged by the parties, it is agreed as follows:

**I. EMPLOYMENT**

The City agrees to employ Dr. Ford as Fire Chief.

**II. DUTIES**

A. During the term of his service as Fire Chief, Dr. Ford shall have the authority to exercise the duties and responsibilities of the Fire Chief as detailed in Article VII Sections 48-53 of the Baltimore City Charter, Article 9 of the Baltimore City Code, and Part VIII of the

Building, Fire, and Related Codes of Baltimore City.

B. As Fire Chief, Dr. Ford shall report directly to the Mayor or the Mayor's designee.

C. As Fire Chief, Dr. Ford's duties and responsibilities shall include supervising, planning, organizing, directing, staffing and coordinating fire operations. He shall be responsible for reporting on the operational performance of the Baltimore City Fire Department ("Department" or "Fire Department"), and shall assist in the preparation of the Fire Department's budget.

D. Dr. Ford shall devote his entire professional time and effort to his service as Fire Chief and shall not engage in any outside employment, except as may be approved and authorized in advance and in writing by the Mayor or her designee.

### **III. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Mayor may fix any terms and conditions of employment as she may from time to time determine to be desirable or necessary, relating to Dr. Ford's performance as Fire Chief, provided such terms and conditions are not inconsistent with the terms and conditions of this Agreement and the requirements of law.

### **IV. TERM**

The term of this Agreement shall begin on the date of its approval by the Board of Estimates ("Effective Date") and shall continue for an initial period of five (5) years.

### **V. COMPENSATION**

#### **A. Base Salary**

Mr. Ford's base salary shall be two-hundred-ten-thousand dollars (\$210,000) per year. The City shall pay the base salary in equal bi-weekly installments, subject to such payroll and withholdings deductions as separately agreed to in writing. Dr. Ford's base salary shall be

increased annually by three percent (3%) on the anniversary of the Effective Date of this Agreement. Any annual percentage salary increase during the term of this Agreement shall be calculated on the original base salary as specified herein of two-hundred-ten-thousand dollars (\$210,000) and shall not be compounded during the term of his appointment. The use of the term "B/benefits" in any other section of this Agreement specifically excludes salary adjustments and entitles Dr. Ford only to those benefits that will not result in an increase in salary.

**B. Benefits**

Dr. Ford shall be entitled to receive all benefits and allowances available to other members of the Department's command staff.

Dr. Ford shall also be eligible to participate or continue to participate in the Deferred Compensation Plan offered by the City. Nothing contained in this Agreement shall alter or amend in any way Dr. Ford's current status in the Deferred Compensation Plan or the benefits he is now entitled to receive as a result of his participation in the Deferred Compensation Plan.

Further, Chief Ford shall also be eligible to participate or continue to participate in Fire and Police pension programs (including but not limited to the Deferred Retirement Option Plan) offered by the City. Nothing in this Agreement shall alter or amend the benefits Dr. Ford is now entitled to receive as a result of his participation in the Fire and Police pension program.

**VI. Termination**

**A. Termination for Just Cause**

Dr. Ford recognizes that he may be terminated for "just cause," and nothing in this Agreement affects the rights of the City or the Mayor in that respect.

Just cause is defined as conduct which causes irreparable harm to the health or safety of any person, or conduct which causes an irreparable breach of trust. Just cause includes but is not limited to the following:

- (1) Incompetence, inefficiency or neglect in the performance of duty;
- (2) Wantonly offensive conduct toward subordinates, other City employees, representatives of other governments or the public;
- (3) Absence from duty without cause;
- (4) Absence from duty with cause but without designating an Acting Fire Chief;
- (5) Chronic and excessive use of legal intoxicants, the use of illegal intoxicants, or the operation of a motor vehicle under the influence of any kind of intoxicant, whether legal or illegal;
- (6) Involvement in the illegal sale, manufacture, delivery, receipt, possession or use of any controlled substance either on or off the job site during hours of employment or non-working time;
- (7) A physical ailment or defect which incapacitates the performance of the duties of Fire Chief, with or without a reasonable accommodation;
- (8) The City's reasonable determination that Dr. Ford has committed any act, whether or not within the course of his job duties, which reasonably calls into question his moral character or which, in the reasonable judgment of the City, harms BCFD's reputation or Dr. Ford's ability to lead the department, including but not limited to any violation of the laws ensuring equal opportunity in employment;

- (9) Engagement in fraud, theft, misrepresentation of work performance, misappropriation of funds, unauthorized use of City property, obstruction of an official investigation or any other act of dishonesty;
- (10) Taking of a fee, gift, or other valuable thing in the course of work or in connection with work for personal use when such a fee, gift or other valuable thing is given him by a person in the hope or expectation of receiving a favor or better treatment than that accorded to other persons;
- (11) Indictment for any criminal offense constituting a felony or a serious misdemeanor, or the commission of any act that could constitute grounds for terminating a uniformed member of BCFD;
- (12) Lack of required licenses or certifications for the position of Fire Chief;  
or
- (13) Breach of any of the terms of this Agreement or any material BCFD policy or applicable City Administrative Policy.

If the City provides Dr. Ford with written notice that he is being terminated for “just cause” as defined above, his right to salary or compensation and his service shall end immediately upon delivery of such written notice.

**B. Termination without Cause**

The City may terminate this Agreement at any time without cause by giving forty-five (45) days written notice to Dr. Ford.

“Termination without cause” is defined as any basis for termination other than the bases for termination for “just cause” as defined in the Section VI-A of this Agreement. If Mr. Ford’s employment is terminated without cause during the term of this Agreement, he shall be entitled

to a lump sum payment of seventy-five percent (75%) of his then-current salary as Severance Pay.

When terminated without cause, in the Mayor's sole discretion, Mr. Ford can be separated from employment and removed from payroll prior to the expiration of the forty-five (45) days' notice, and be paid a pro rata lump sum calculated by the days of salary he lost by being removed earlier than the full forty-five (45) days.

**C. Accrued Compensation to be Paid**

Whether terminated for cause or without cause, Mr. Ford shall be paid all accrued salary and leave, but excluding compensatory time accrued as of the Effective Date of his separation from employment.

All payments will be made within forty-five (45) days of his separation from employment.

**D. Benefits**

Termination (either for "just cause" or "without cause") or resignation shall have no effect on Mr. Ford's continued entitlement to vested benefits, including but not limited to Deferred Compensation Plan benefits, DROP benefits, and Fire and Police pension benefits.

**VII. RESIGNATION**

If Mr. Ford voluntarily resigns prior to the end of the term of this Agreement, he must give at least forty-five (45) days written notice and shall not be entitled to Severance Pay as detailed in Section VI-B, but shall receive all accrued salary, benefits and leave payouts as provided for in Section VI-C and VI-D.



## **VIII. PROFESSIONAL DEVELOPMENT**

- A. The City shall pay fees, travel and subsistence expenses incurred by Mr. Ford and/or reimburse Mr. Ford for those expenses he first incurs for conferences, continuing education programs, fire enforcement institutes and seminars which Mr. Ford deems are necessary for both his professional development and for the good of the Fire Department and/or of the City not to exceed three thousand and five hundred dollars (\$3,500) per year.
- B. The City encourages Mr. Ford's participation in professional organizations and will pay for such participation or reimburse Mr. Ford for expenses he first personally incurs for the following:
  - 1. International Association of Fire Chiefs, including Metro Chief Section
  - 2. National Fire Protection Association
  - 3. National Society of Executive Fire Officers
  - 4. Maryland Fire Chiefs Association
- C. The City encourages Mr. Ford's participation in and appearance at local events and will pay for and/or reimburse Mr. Ford for expenses associated with such appearances, it being the City's and Mr. Ford's belief that the Fire Chief serves as an ambassador of the City at such functions.
- D. The Mayor and/or the Mayor's designee have the authority to grant or deny approval for Chief Ford's expenses associated with travel, participation and appearance, as specified in this Section.

**IX. VEHICLE AND PARKING ALLOWANCE**

The City shall provide the Fire Chief a take-home, unmarked, four-wheel drive response vehicle. The City shall be responsible for vehicle fuel, maintenance, repairs and insurance coverage for said vehicle.

Mr. Ford will abide by all applicable laws and regulations pertaining to take-home vehicles.

The City shall also provide and pay for a reserved parking space for the Fire Chief in the Baltimore Street Parking Garage, located at 15 Guilford Avenue in Baltimore, Maryland or an alternative parking garage within close proximity of the Fire Department Headquarters.

**X. STAFF AIDE TO THE FIRE CHIEF**

The City shall designate in each fiscal year's budget, a fully funded position to serve as the Staff Aide to the Fire Chief. This position will be exempt from hiring freeze and/or budgetary or staffing plan reduction and shall be selected and appointed by the Fire Chief.

**XI. INDEMNIFICATION**

The City shall defend, save, hold harmless and indemnify Mr. Ford against any and all civil claims, lawsuits, causes of action, demand or other civil legal actions brought against Mr. Ford in his official capacity as Fire Chief. The City shall pay the amount of any defense, settlement or judgment arising out of such claims or causes of action for conduct within the scope of Mr. Ford's duties as Fire Chief.

The City will not be obligated to pay any punitive damages which arise from Mr. Ford's willful misconduct. While the City cannot agree to satisfy punitive damages awards without limitation or qualification, in the unlikely event that any claim against Mr. Ford survives a successful motion to dismiss or for summary disposition filed on behalf of Mr. Ford and goes to

a jury and the jury subsequently assesses punitive damages against Mr. Ford, the City's retained counsel will file appropriate post-trial motions seeking to overturn such damages and will exhaust the appropriate appeals within the Maryland court system or to the United States Court of Appeals for the Fourth Circuit at no expense to Mr. Ford. If such appeals are unsuccessful in reversing any award of punitive damages against Mr. Ford and the verdict becomes final, the City Solicitor will then make an independent evaluation of the evidence upon which the verdict was based and recommend to the Board of Estimates that the City pay the judgement if in the City Solicitor's opinion the evidence does not support or warrant punitive damages under the law of Maryland.

In the event that any criminal charge arising out of conduct within the scope of Mr. Ford's duties as Fire Chief is filed in a Maryland court against Mr. Ford by a citizen without formal charge by law enforcement or other government authorities, such as and by way of example only, through indictment or warrant, the City shall provide Mr. Ford private counsel at no expense to him to assist in his defense. Nothing herein shall require the City to pay the costs of any criminal defense or any fines or penalties associated with any criminal action or proceedings which results in the conviction of Mr. Ford.

## **XII. MERGER CLAUSE**

This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

### **XIII. AMENDMENTS**

This Agreement may be amended by mutual consent of all parties. Any amendment must be in writing and executed by all parties. Thereafter, the original Amendment shall be affixed to the original of this Agreement.

### **XIV. WAIVER**

Any waiver of any provision of this Agreement shall not be deemed to be a waiver of any other or of a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

### **XV. SEVERABILITY CLAUSE**

If a court of competent jurisdiction shall adjudge any clause, sentence, or subparagraph of this Agreement to be invalid or unenforceable for any reason, the invalid portion shall be deemed severable and such judgment or decree shall not affect, impair, invalidate or nullify the remainder of this Agreement.

### **XVI. RESOLUTION OF DISPUTES**

In the event of any dispute involving any provision of this Agreement or any dispute regarding Mr. Ford's employment with the City (with the exception of workers compensation, unemployment insurance or any other matter under the jurisdiction of the Labor Commissioner), including but not limited to claims of wrongful termination or failure to provide benefits, the parties agree to submit such dispute to the jurisdiction of the federal or state courts in Maryland. Venue for the adjudication of any controversy or claims arising out of or related to this Agreement shall be in the Circuit Court for Baltimore City or in the United States District Court for the District of Maryland. The parties agree that before judicial relief is sought, the Mayor and Mr. Ford shall meet face to face in an effort to resolve the dispute.

Alternatively, upon written agreement of both parties at the time, the parties may submit any such dispute to binding arbitration pursuant to the laws of Maryland and the provisions below.

If the parties are unable to agree on the selection of a neutral arbitrator, the parties shall request that the Maryland Mediation and Conciliation Services (“MMCS”) or the American Arbitration Association (“AAA”) provide a list of seven (7) arbitrators who are members of the MMCS or the AAA for the local Maryland area. An arbitrator shall be chosen by alternatively striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

The non-prevailing party in any such arbitration (as determined by the arbitrator) shall bear all costs of the arbitrator and any related costs of arbitration.

#### **XVII. NOTICE**

Notices relating to this Agreement shall be effective when hand-delivered or when mailed by certified mail to the following.

To City: Andre M. Davis, City Solicitor  
101 City Hall  
100 N. Holliday Street  
Baltimore, Maryland 21202

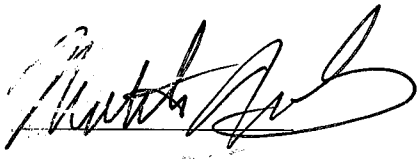
To Mr. Niles R. Ford: Fire Chief  
Baltimore City Fire Department  
401 East Fayette Street  
Baltimore, Maryland 21202

**XVIII. ENTIRE AGREEMENT**

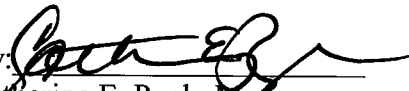
This Agreement shall constitute the entire agreement of the parties respecting the matters set forth herein. No oral agreement, representation or agreement, not expressed herein in writing shall be binding upon or inure to the benefit of the parties or their heirs at law or to the personal representative of Mr. Ford.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year first above written.

ATTEST:




MAYOR AND CITY COUNCIL OF  
BALTIMORE


By:   
Catherine E. Pugh, Mayor

WITNESS:

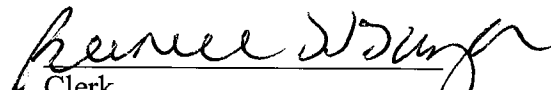
Amy Beth Leason 2-4-19

  
Chief Niles R. Ford, PhD

Approved as for Form and Legal  
Sufficiency

  
City Solicitor  
*Chief*

Approved by the Board of Estimates

  
Clerk

**FEB 27 2019**