

Baltimore City Sheriff Office

Response

Case # 24-0054-I

Baltimore City Sheriff's Office

Samuel Cogen, Sheriff

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February 11, 2025

Isabel M. Cumming
Inspector General
City of Baltimore
100 N Holliday St
Baltimore, MD 21202

Case #: 24-0054-I

Inspector General Cumming:

I write to answer to your request for an official response regarding the above captioned case.

Background:

On January 28, 2025, the Office of the Inspector General (OIG) submitted confidential investigative findings to the both the Mayor and the Sheriff of Baltimore City, requesting official responses from each, "...indicating what action has been taken or what action you intend to take regarding this matter." My response is contained herein.

Review of Findings:

First, let me state from the outset that I agree entirely with the OIG's substantiated finding that the misconfiguration of Workday by the Mayor's Department of Finance (DOF) incorrectly programming the funding formula is highly problematic. Moreover, this error was in clear violation of the terms of the Memorandum of Understanding between the Office of the Sheriff of Baltimore City, Maryland and the Mayor and City Council of Baltimore, Maryland and the Baltimore City Sheriff's Lodge No. 22 of Fraternal Order of Police, Inc. (Fiscal Years 2023-2025) ("The MOU") (OIG Exh. 9, *partial* provision of The MOU).

Second, I appreciate that your report acknowledged that there is an "...ongoing legal grievance..." regarding the Detail Order I issued to all staff covered by the MOU on November 13, 2024. While the report references my Detail Order, I presume the report inadvertently omitted its inclusion, and I think it

is important because it outlines the care and fealty to the letter and spirit of the MOU under which I issued it. Without my Detail Order being included in the record, I think the public could be confused as to the legality of my actions in issuing the Detail Order; as such, I have attached it to this response letter. Further, I appreciate that at Page 4 of 10 of the report, the OIG acknowledged that I waived my attorney-client privilege and had my Assistant Attorney General (AAG) be available to be interviewed, where she confirmed that I sought her advice and counsel in reviewing the Detail Order and received her approval for form and legal sufficiency prior to issuing it. While I understand that the City Law Department and Mayor's staff may have negotiated an MOU that included a City Detail provision that may have intended to do one thing, their fundamental misunderstanding of the authority of the BCSO does not somehow render the Detail Order in any way unlawful, nor its terms inconsistent with the letter or spirit of the MOU.¹ Put plainly, I appreciate the report finding the fact that the Detail Order was approved as a lawful exercise of my authority by an AAG of the Office of the Attorney General prior to me issuing it.

Next, you asked that I indicate "...what action has been taken or what action you intend to take regarding this matter." I will respond to those requests, in turn.

Actions That Have Been Taken:

As it relates to the actions that we have taken, as your report acknowledges, the week of February 12, 2024, staff from the Baltimore City Sheriff's Office (BCSO) and staff from the Bureau of Budget and Management Resources (BBMR) in the Mayor's DOF worked in collaboration to identify the source of a large unanticipated deficit to an object in the funding that comes to the BCSO. By the end of that week, the BCSO concurred with DOF's recommended action in turning off the provision in Workday that was the source of the overpayment, because neither I, nor anyone in my office, nor anyone who is a member of FOP 22 have ever argued that overpayment was ever contemplated in the MOU. To date, the Mayor's DOF has not turned back on the provision of Workday where City Detail payment should be input, and this raises serious concerns about underpayment of BCSO employees that I will address later.

Moreover, as the OIG report indicates, I raised specific concerns about this exact City Detail provision in the MOU, prior to my taking office. I warned the Mayor and his labor negotiation team that the provision was wrongheaded and would end up costing the City more money than it would otherwise need to spend if they just increased the base salary pay to Sheriff's deputies because I feared that the Mayor's staff fundamentally misunderstood the mission and authority of the BCSO. As your report indicates, the Mayor's response was to have his Law Department send me a letter admonishing me for bringing these issues to their attention, and intimating that I risked personal liability for raising them. (OIG Exh. 16). While I was certainly not predicting that the Mayor's DOF would program an error into Workday that resulted in the investigation at hand, what I did foresee was that this issue would likely become problematic, and I am disappointed that not only were my warnings based on my 25 years of

¹ I also want to address the matter of the Memoranda of Understanding listed in Exh. 8. While Exh. 8 outlines a delineation of responsibilities between the BCSO and the Baltimore Police Department (BPD) and some other law enforcement entities as well, the fact that all the signatories are not parties to the present dispute is instructive. This is because I would never argue that BPD Commissioner Richard Worley lacks the authority to alter an agreement signed by former Commissioner Ed Norris, nor would I ever argue that Mayor Brandon Scott is required to forever follow the policies of Mayor Martin O'Malley. Especially in the latter case, the voters have made their voices heard and would never expect the current Mayor to be bound to the policing policies of his predecessors. Further, I would hope the Mayor agrees that this logic applies to all those who serve in elective office, and I would hope the attorneys in the City's Law Department would concur.

experience serving in the BCSO unheeded, but instead they were aggressively ignored. I am unsure what more I could have done in this regard to avoid our current predicament.

Finally, out of my commitment to transparency on this issue, I do wish to note that I shared our findings of the overpayment issue with Justin Fenton of The Baltimore Banner on or about April 25, 2024.

Actions Intended to Be Taken:

As the report notes, there is currently a grievance being considered regarding the issue around the calculation of the overage of payments as well as the related issue of underpayments owed to FOP 22 employees covered by the City Detail provision.

As I noted in the section above, I have significant concerns regarding the need to remit accurate and fair compensation to BCSO employees impacted by this Workday issue. And due to the ongoing legal proceedings, I will reiterate my position, which is that I believe my employees are owed compensation for their work performed and that they should not be held hostage by this error, which appears to be some combination of human and technological. This is not the first time Workday calculations have been the source of negative impacts in payments owed to individuals that are under the responsibility and control of the Mayor's DOF, and I would caution that it is unlikely to be the last, if history is any guide. I will continue to work in collaboration with FOP 22 and the appropriate staff of the Mayor's DOF to resolve this issue.

Additionally, I note that the MOU is set to expire on June 30, 2025, and the three parties to the MOU are currently in the process of negotiating a new contract. In my interest to prevent any similar incident such as the one that is the subject of this report from recurring, I intend to take two actions, which should greatly aid in this never happening again. First, I have requested legislation be introduced before the General Assembly of Maryland² to resolve the concerns the Mayor raised in his letter to me dated January 10, 2024 (Exh. 20). I intend to testify in support of this bill and hope that the Mayor and his staff will join in effort to get this legislation enacted so that we may remove this perceived stumbling block to the right of FOP 22 to collectively bargain for higher salaries. Second, I will not be advocating for the inclusion of the City Detail provision in any future MOU between the three parties, as I fundamentally disagree with including such a provision as part of any compensation package to any BCSO employees, which was the basis for my objections and concerns that I raised to the Mayor and his team as they were working on the current MOU, prior to my inclusion in the process.

Conclusion:

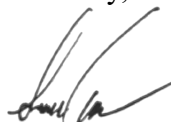
In closing, I appreciate the opportunity to be a witness and full participant in this important OIG investigation. I trust that OIG staff found me and all my BCSO staff who were interviewed as open, transparent, and collaborative witnesses in the process that led to this report.

I reiterate that I concur that the overpayment caused by the Mayor's DOF improperly programming the Workday system is highly problematic to me and has negatively impacted my budget, and I trust that the

² See House Bill 1091 – Baltimore City Sheriff's Office – Collective Bargaining – Compensation, introduced by Delegate Stephanie Smith (D-45), available at <https://mgaleg.maryland.gov/mgaweb/Legislation/Details/hb1091?ys=2025RS>.

steps I have taken and intend to take as outlined in this letter will give you confidence that I and my staff are taking all the steps within our control to keep the confidence of the public in our work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Cogen', written in a cursive style.

Sam Cogen
Sheriff of Baltimore City

Attached (1) – Sheriff Cogen Detail Order dated November 14, 2023