Circuit Court for Prince George's County
Case No. C-16-CV-24-000272

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2511

September Term, 2024

TIMOTHY METTER

v.

PRINCE GEORGE'S COUNTY, MARYLAND

Berger,
Kehoe, S.,
Hotten, Michele D.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: May 13, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

After Appellant, Timothy Metter ("Mr. Metter"), then a sworn police officer of the Prince George's County Police Department ("Department"), was informed that his employment would be terminated because he was convicted of assault, Mr. Metter requested that Appellee, Prince George's County, Maryland ("County"), provide him with an administrative hearing board.[1] Negotiations between the parties ensued and Mr. Metter's employment was later terminated by Department Chief[2] Malik Aziz ("Chief Aziz"), without the benefit of an administrative hearing board. Mr. Metter, claiming that the County promised him an administrative hearing board, sought enforcement of the agreement. On February 3, 2025, the Circuit Court for Prince George's County held a bench trial on a stipulated fact record. The circuit court denied Mr. Metter's request for specific performance and entered judgment in favor of the County. This appeal followed.

Mr. Metter presents one question for review which we rephrase as follows: Did the circuit court err as a matter of law when it found that Chief Aziz's discretion to terminate Mr. Metter pursuant to Pub. Safety § 3-107(c)(2)(ii) invalidated Mr. Metter's claim for specific performance?[3] For the reasons below, we answer in the negative and affirm the judgment of the circuit court.

[1] We note that "administrative hearing board," "AHB" and "hearing board" are synonymous. Along with these terms, "trial board" is used interchangeably by the parties. We explain the distinction in the Discussion.

[2] Pursuant to Md. Code Ann., Public Safety ("Pub. Safety") § 3-107(c)(2)(ii)(2.).

[3] Mr. Metter's question presented appears in his brief as follows:

1. Did the trial court err as a matter of law when it found that the Chief's discretion to terminate Metter, as set forth in MD Code Ann., Public

FACTUAL & PROCEDURAL BACKGROUND

On September 30, 2022, police officers of the Anne Arundel County Police Department arrested Mr. Metter. On January 25, 2023, Mr. Metter appeared before the Circuit Court for Anne Arundel County and pled guilty to one count of misdemeanor second-degree assault.[4] On April 20, 2023, Chief Aziz issued a Notice of Intent for Administrative Action ("First Notice") in which he advised Mr. Metter of his intention to terminate his employment in accordance with Pub. Safety § 3-107(c)(2)(ii)(2.).[5] On May 5, 2023, counsel for Mr. Metter replied to Chief Aziz's First Notice ("Response to Chief

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Safety § 3-107(c)(2)(ii)(2), invalidated Metter's claim for specific performance.

The County's questions presented appear in its brief as follows:

1. Whether the Circuit Court correctly held that no enforceable contract arose from preliminary disciplinary discussions and correspondence where the essential terms were unsettled and any purported promise was expressly qualified by ongoing legal review and statutory limits.
2. Whether the Maryland Police Accountability and Discipline statutory scheme forecloses enforcement—by contract or estoppel—of an agreement purporting to dictate the disciplinary process, in light of Public Safety Article § 3-111's prohibition on altering discipline via collective bargaining and § 3-107(c)'s mandatory and discretionary termination provisions for certain convictions.
3. Whether specific performance is unavailable as a matter of law and equity to compel an administrative hearing or to unwind a final disciplinary action imposed by the Chief of Police.

[4] *See State of Maryland v. Timothy Elon Metter, Jr.*, C-02-CR-23-000084.

[5] The Notice of Administrative Action also cited the Prince George's County Code § 18-160(a), which states as follows: "No member of the Police Department shall intentionally violate any law of the United States, the District of Columbia, any state, the County, a county of any other state, or the ordinance of any city or municipality in any state."

Aziz"). Therein, Mr. Metter's counsel urged the County to refrain from termination until August 1, 2023, so that the Circuit Court for Anne Arundel County could consider a motion for reconsideration of the criminal conviction.[6] In the Response to Chief Aziz, Mr. Metter's counsel argued as follows:

> If Officer Metter receives Probation Before Judgment, he would be entitled to an administrative hearing board in accordance with the Maryland Police Accountability Act ("MPAA"). While this does not obviate the Department's ability to proceed with termination thereafter, it would provide Officer Metter with the ability to fully consider his options in the interim.

On May 8, 2023, Mr. Metter's labor union, Fraternal Order of Police Lodge #89 ("FOP #89"), filed a grievance asserting, in relevant part, that termination was not mandatory and the current collective bargaining agreement did not permit Chief Aziz to terminate a member without an administrative hearing board. Accordingly, FOP #89 requested that the First Notice be vacated and Mr. Metter be provided an administrative hearing board.

On May 12, 2023, Chief Aziz issued a Revised Notice of Intent for Administrative Action ("Revised Notice"), which stated, in relevant part, as follows:

> Although there has been an informal letter from the Attorney General that the ACC[7] process and trial boards do not apply to cases such as this involving a criminal conviction, *per consideration and advice from the Office of Law, a trial board is being offered.* Therefore, if you disagree with my *final decision when rendered*, you may choose to proceed to a trial board pursuant to Maryland Annotated Code Public Safety Article Section 3-106. More information on how to request a trial board will be included in the final discipline letter, *if applicable*.

[6] The motion for reconsideration requested that Mr. Metter's conviction be converted into a probation before judgment.

[7] "ACC" stands for "administrative charging committee." *See* Pub. Safety § 3-104.

(emphasis added). In the Revised Notice, Chief Aziz further advised that Mr. Metter could provide a written response setting forth reasons "why the proposed disciplinary action should not be taken." On May 22, 2023, counsel for Mr. Metter advised Sergeant David Chandler ("Sgt. Chandler")[8] that Mr. Metter had "no additional information or argument to offer prior to the issuance of a Final Disciplinary Action Recommendation." Counsel further advised that Mr. Metter intended to proceed with an administrative hearing board upon receipt of Chief Aziz's Final Disciplinary Action Recommendation.

On June 12, 2023, Rhonda Weaver, Esq. ("Ms. Weaver"), an attorney from the County Office of Law, sent a letter ("County Office of Law Correspondence") to counsel for Mr. Metter, which stated, in relevant part, as follows:

> After further review of the statute, its legislative history, and a letter of guidance from the Office of the Attorney General, dated April 18, 2023, it is the Office of Law's opinion that in the case where a criminal conviction results, the Police Chief can impose discipline directly and it is not required to submit the matter to the administrative charging committee or provide a trial board . . . .
>
> Goals of the police reform laws include repealing the LEOBR, provide for a statewide system of police discipline and grant the police chiefs the ability to take direct action when police officer conduct results in a criminal conviction. Notwithstanding the above, in the case of Officer Metter, the Police Chief or his designee will meet with Officer Metter prior to imposing final discipline. Further information will be provided by the Department.

Later that day, counsel for Mr. Metter responded to Ms. Weaver, in relevant part, as follows:

[8] Mr. Metter provides that Sgt. Chandler is the "administrative hearing board coordinator."

> Based upon the Chief's previous offer to refer this matter to a trial board and additional exchanges regarding the same, we will be seeking enforcement of Metter's AHB. I will wait to hear from someone regarding the meeting with the Chief.

On August 28, 2023, Mr. Metter waived the meeting with Chief Aziz, with the understanding that legal recourse for the denial of the administrative hearing board may be sought. On August 29, 2023, Chief Aziz issued a Final Notice of Administrative Action ("Final Notice"). Therein, Chief Aziz notified Mr. Metter that, pursuant to Pub. Safety § 3-107(c)(2)(ii)(2.), Mr. Metter's employment with the Department would be terminated, effective September 8, 2023.

On January 18, 2024, Mr. Metter filed a Complaint against the County, raising two counts: Count I (Breach of Contract) and Count II (Specific Performance). The Complaint listed three requests for relief:

> A. Judgment against the Defendant, Prince George's County, Maryland;
> B. Monetary damages in an amount exceeding Seventy-Five Thousand Dollars ($75,000.00); or, in the alternative,
> C. The issuance of an Order directing the Defendant, Prince George's County, Maryland, to specifically perform its obligations under the May 12, 2023, agreement and granting Plaintiff Metter an Administrative Hearing Board.

Mr. Metter alleged that on May 12, 2023, the County offered him an administrative hearing board, and in consideration thereof, he took no further action in the grievance process. As such, Mr. Metter claimed that the parties entered into a binding agreement supported by good and valuable consideration. Mr. Metter further alleged that the County anticipatorily breached the agreement on May 22, 2023 when it indicated that Mr. Metter would no longer be offered an administrative hearing board, and actually breached the agreement on August

30, 2023 when it terminated his employment without providing him with an administrative hearing board.

On May 8, 2024, the County filed a motion to dismiss and memorandum in support thereof. On May 22, 2024, Mr. Metter filed an opposition to the County's motion to dismiss ("Opposition to Motion to Dismiss"). On June 26, 2024, the circuit court denied the County's motion to dismiss and the matter proceeded to trial. On February 3, 2025, the Honorable Tiffany H. Anderson of the Circuit Court for Prince George's County presided over a trial on the merits. At the start of trial, counsel for Mr. Metter withdrew Count I (Breach of Contract) and the accompanying request for monetary damages. After reviewing the stipulated facts and hearing legal argument,[9] the court orally ruled as follows:

> The Court is going to deny the relief of the Plaintiff. The Court believes that the discretion of the Chief was exercised in this case that he may terminate according to [Pub. Safety § 3-107(c)(2)(ii)], under misdemeanor second-degree assault, given the conviction of the Plaintiff in this case, which occurred on January 25th, 2023, and also indicated in the joint stipulation of facts that conviction did occur.
>
> Based on that, the Court's going to deny the relief and it believes that specific performance is not viable given the Chief's discretion in this matter.

[9] As it pertained to consideration, the apparent defect with the enforceability of the contract as identified by the court, counsel for Mr. Metter argued as follows:

> I think if the statute didn't say may, then our argument on consideration would be very hard to make because the Chief has the authority to go either way. I'm going to terminate you[,] versus[,] I'm not going to terminate you and I'm going to let this play out through the normal disciplinary process. Because the Chief elected not to use his authority to terminate him [when] the [C]hief said, I'm going to allow this case to proceed to a trial board, he gave up – gave up may be the wrong word. But he elected not to take an action that he was legally entitled to take.

Judgment in favor of the County was entered on February 24, 2025. Mr. Metter noted his appeal in a timely manner. The parties submitted briefs to this Court and on April 2, 2026, this Court held oral argument.

Additional facts may be included in the discussion as they become relevant.

DISCUSSION

We hold the circuit court properly determined that Chief Aziz's discretion invalidated Mr. Metter's claim for specific performance. Pub. Safety § 3-106 (mandating that law enforcement agencies establish a trial board process to adjudicate all matters for which a police officer is subject to discipline) is disjunctive from Pub. Safety § 3-107(c)(2)(ii) (affording chief discretion to terminate employment of police officer who is convicted of certain criminal offenses). Mr. Metter could not have refrained from exercising his "right" to pursue a grievance process that, as a matter of law, he was not entitled to pursue. Any promise of entitlement to an alternative disciplinary process was illusory as Chief Aziz was never divested of his statutory discretion to discipline Mr. Metter directly. Nonetheless, the record reflects that no binding agreement was formed. The County never made any final, unconditional promise to Mr. Metter. Thus, we affirm and explain our reasons below.

I. Standard of Review

In general, we review an action that has been tried without a jury "on both the law and the evidence," and we do not "set aside the judgment of the trial court on the evidence unless clearly erroneous." Md. Rule 8-131(c). The deference shown to the trial court's

"factual findings under the clearly erroneous standard does not, of course, apply to legal conclusions." *Nesbit v. Gov't Emps. Ins. Co.*, 382 Md. 65, 72 (2004). When, as here, the ruling on appeal "'involves an interpretation and application of Maryland statutory and case law, [we] must determine whether the [circuit] court's conclusions are legally correct under a *de novo* standard of review.'" *Id.* (quoting *Walter v. Gunter*, 367 Md. 386, 392 (2002)); *see also Wiggins v. Griner*, 155 Md. App. 530, 533 (2004). Because the parties stipulated to the facts before the circuit court and do not challenge the court's factual findings, our task is to determine whether the court's ruling was "legally correct[.]" *Nesbit*, 382 Md. at 72 (citation modified); *see also City of Brunswick,* et al. *v. Handler*, No. 1437, Sept. Term 2024, slip op. at 2 (filed March 2, 2026).

II. Parties' Contentions

Mr. Metter contends that because Chief Aziz was not required to terminate him, Chief Aziz had discretion to provide him with the opportunity to contest the allegations before an administrative hearing board. From Mr. Metter's perspective, Chief Aziz refrained from exercising his legal right to terminate Mr. Metter's employment without recourse to an administrative hearing board. Mr. Metter maintains that, in reliance thereof, he "refrained from exercising his right to pursue the grievance process" through FOP #89. According to Mr. Metter, because both parties refrained from exercising their legal rights, valuable consideration exists.

The County argues that the circuit court "correctly rejected [Mr. Metter's] claim [that an enforceable agreement was formed] because the record shows, at most,

negotiations and legal review—not mutual assent to definite and enforceable terms." The County contends that the essential terms were unsettled, as there was evident ongoing legal discussion concerning the disciplinary scheme and no final, unconditional promise was made by the County to convene an administrative hearing board. The County further contends that Mr. Metter's "reliance on pre-MPAA collective bargaining provisions is misplaced because the General Assembly expressly prohibited using collective bargaining to 'establish or alter' the disciplinary process."[10]

III. Applicable Law

A. Statutory Interpretation

Our Supreme Court has explained that "statutory interpretation begins, and usually ends, with the statutory text itself[.]" *Price v. State*, 378 Md. 378, 387 (2003). Indeed, "before judges may look to other sources for interpretation, first there must exist an ambiguity within the statute, i.e., two or more reasonable alternative interpretations of the statute." *Id.* Therefore, we look first to the statute's plain language to decide "what parts, if any, are 'ambiguous or not clearly consistent with the statute's apparent purpose.'" *Blood v. Stoneridge at Fountain Green Homeowners Ass'n, Inc.*, 242 Md. App. 417, 427 (2019) (quoting *Hailes v. State*, 442 Md. 488, 495 (2015)). "If there is no ambiguity, 'our inquiry

[10] Because Mr. Metter was not afforded an administrative hearing board or trial board, we need not address this contention. We neither address the argument raised by Mr. Metter in his Opposition to Motion to Dismiss, as incorporated by reference in his brief to this Court, that the County and FOP #89 had specifically intended for the provisions of the LEOBR to remain binding until the expiration of the collective bargaining agreement. The end result in this case was compliance with the MPAA.

as to the legislative intent ends [ ] and we apply the statute as written,' viewing it in the context of its own statutory scheme and in harmony with the statute's overall object and scope." *Id.* (quoting *Gardner v. State*, 420 Md. 1, 9 (2011)). "Where the statutory language is free from such ambiguity, courts will neither look beyond the words of the statute itself to determine legislative intent nor add to or delete words from the statute[.]" *Price*, 378 Md. at 387–88 (citing *Gillespie v. State*, 370 Md. 219, 222 (2002)). In other words, when "the meaning of the language is clear and unambiguous," we presume the General Assembly "meant what it said." *Willis v. Montgomery Cnty.*, 415 Md. 523, 536 (2010).

B. Brief History and Relevant Provisions of the LEOBR and MPAA

The right to an administrative hearing board—now referred to as a trial board—comes from provisions of the Law Enforcement Officers' Bill of Rights ("LEOBR"), the predecessor to the Maryland Police Accountability Act ("MPAA").[11] *See Matter of Cintron*, 265 Md. App. 481, 490 n.5 (2025); Pub. Safety §§ 3-101 to 3-113 (2003, 2019 Repl. Vol.). Our General Assembly repealed and replaced the LEOBR and enacted a new subtitle governing police accountability and discipline with the passage of the MPAA, effective July 1, 2022. *See id.*; Pub. Safety §§ 3-101 to § 3-114. We list the few provisions of the MPAA applicable to our review.

[11] In general, the LEOBR provided protections for police officers who were investigated or disciplined by their employers. *See Popkin v. Gindlesperger*, 426 Md. 1, 3–4 (2012); *see also Manger v. Fraternal Ord. of Police, Montgomery Cnty. Lodge 35, Inc.*, 239 Md. App. 282, 294 (2018) ("The broad purpose of the LEOBR is to provide law enforcement officers with heightened procedural rights and protections when they are under internal investigation.").

Pub. Safety § 3-106(a) states as follows:

> (1) Except as provided in paragraph (2) of this subsection, each law enforcement agency shall establish a trial board process in accordance with this section to adjudicate all matters for which a police officer is subject to discipline.
> (2) A small law enforcement agency may use the trial board process of another law enforcement agency by mutual agreement.

Pub. Safety § 3-107(c) states as follows:

> (1) The chief shall terminate the employment of a police officer who is convicted of a felony.
> (2) The chief may terminate the employment of a police officer who:
>
> (i) receives a probation before judgment for a felony; or
> (ii) is convicted of:
>
> 1. a misdemeanor committed in the performance of duties as a police officer;
> 2. misdemeanor second degree assault; or
> 3. a misdemeanor involving dishonesty, fraud, theft, or misrepresentation.

Pub. Safety § 3-111 states as follows:

> (a) A law enforcement agency may not negate or alter any of the requirements of this subtitle through collective bargaining.
> (b) Collective bargaining may not be used to establish or alter any aspect of the process for disciplining a police officer.

C. Specific Performance

Generally, a court has discretion to grant or withhold a decree for specific performance. *See Steele v. Goettee*, 313 Md. 11, 23 (1988). A court may not, however, grant the specific performance of an alleged contract "unless it is so clear, definite and convincing as to leave no reasonable doubt as to the existence of the contract and its terms." *Beck v. Bernstein*, 198 Md. 244, 249 (1951).

D. Consideration for Contracts

In *Lillian C. Blentlinger, LLC v. Cleanwater Linganore, Inc.*, our Supreme Court explained as follows:

> To be binding and enforceable, contracts ordinarily require consideration. In Maryland, consideration may be established by showing a benefit to the promisor or a detriment to the promisee. In particular, we have recognized that forbearance to exercise a right or pursue a claim, can constitute sufficient consideration to support an agreement.
>
> A promise becomes consideration for another promise only when it constitutes a binding obligation. Without a binding obligation, sufficient consideration does not exist to support a legally enforceable agreement.
>
> An illusory promise appears to be a promise, but it does not actually bind or obligate the promisor to anything. An illusory promise is composed of words in a promissory form that promise nothing. They do not purport to put any limitation on the freedom of the alleged promisor. If A makes an illusory promise, A's words leave A's future action subject to A's own future whim, just as it would have been had A said nothing at all. Similarly, the Restatement of Contracts explains that words of promise which by their terms make performance entirely optional with the promisor whatever may happen, or whatever course of conduct in other respects he may pursue, do not constitute a promise. Likewise, the promise is too indefinite for legal enforcement is the promise where the promisor retains an unlimited right to decide later the nature or extent of his performance. The unlimited choice in effect destroys the promise and makes it merely illusory.

456 Md. 272, 302–03 (2017) (citing *Cheek v. United Healthcare of Mid-Atl., Inc.*, 378 Md. 139, 147–49 (2003)) (citation modified).

IV. Analysis

We are unpersuaded that there are "two or more reasonable alternative interpretations" of Pub. Safety § 3-107(c)(2)(ii). *Price*, 378 Md. at 387. While Mr. Metter is right that "forbearance to exercise a right or pursue a claim, can constitute sufficient consideration to support an agreement[,]" Mr. Metter errs, however, in his assertion that he

had the right to pursue the grievance process he sought. *See Lillian C. Blentlinger, LLC*, 456 Md. at 302 (citing *Cheek*, 378 Md. at 147–49). Mr. Metter claims "Chief [Aziz] was afforded discretion as to whether termination was appropriate as opposed to the alternate, which was providing [Mr.] Metter with the opportunity to contest the allegations before an Administrative Hearing Board." We decline to endorse the false dichotomy offered by Mr. Metter, as it is not supported by the plain text of the MPAA.

Mr. Metter was convicted of misdemeanor second-degree assault on January 25, 2023. Administrative hearing boards were a function of the LEOBR—repealed July 1, 2022—prior to Mr. Metter's conviction and all discussion between the parties. Accepting Mr. Metter's argument that police officers not instantly terminated pursuant to Pub. Safety § 3-107(c)(2)(ii) are therefore guaranteed the right to "contest the allegations before an administrative hearing board" would require us to "add words to the statute that are not there." *Baires v. State*, 249 Md. App. 62, 80 (2021). We would decline to do that even if we had "determined that an omission from a statute was inadvertent[.]" *Rosemann v. Salsbury, Clements, Bekman, Marder & Adkins, LLC*, 412 Md. 308, 327 (2010) ("Even where we have determined that an omission from a statute was inadvertent, we have declined to supply words to reach a desired result.").

If in using the terminology "administrative hearing board" Mr. Metter actually meant "trial board" as used in the current statute, this argument fares no better. While we recently held that "[Pub. Safety § 3-106(a)(1)] unequivocally requires every law enforcement agency to establish a trial board process 'to adjudicate *all* matters for which a

police officer is subject to discipline,'" *see Handler*, slip op. at 6, we agree with the County's reading of the MPAA, namely, that Pub. Safety § 3-106 must be read separately from Pub. Safety § 3-107(c)(2)(ii). The opinion of the County Office of Law—"[the] Chief can impose discipline directly and it is not required to submit the matter to the administrative charging committee or provide a trial board"—is logical and comports with the purpose of the MPAA. Where a criminal conviction occurs, there are no allegations to contest. As Ms. Weaver aptly explained, "[g]oals of the police reform laws include . . . grant[ing] the police chiefs the ability to take direct action when police officer conduct results in a criminal conviction." The provisions of the MPAA at issue are unambiguous, thus, we must "'apply the statute as written,' viewing it in the context of its own statutory scheme and in harmony with the statute's overall object and scope." *Blood*, 242 Md. App. at 427 (2019) (quoting *Gardner*, 420 Md. at 9). Pursuant to Pub. Safety § 3-107(c)(2)(ii)(2.), Chief Aziz may, and in fact did, take direct action to terminate the employment of Mr. Metter following the qualifying conviction.

Nevertheless, the circuit court arrived at the correct conclusion any "contract" or "binding agreement" between the parties was unenforceable for lack of consideration.

First, any promise, if made to Mr. Metter, was illusory. *See Lillian C. Blentlinger, LLC*, 456 Md. at 303 ("An illusory promise appears to be a promise, but it does not actually bind or obligate the promisor to anything."). As the promisor, Chief Aziz, retained the "unlimited right to decide later the nature or extent of his performance," that is, whether he

would extend Mr. Metter the courtesy of a forum[12] to contest the allegations, or, whether he would take the path expressly authorized by statute, that is, terminating Mr. Metter's employment without recourse. *See id.*

Second, there was evident ongoing legal discussion concerning the disciplinary scheme, rendering the Revised Notice provisional. We disagree with Mr. Metter's contention that by May 12, 2023, "Chief [Aziz] elected not to use his authority to terminate him." Subsequent communications between the parties elucidate that no agreement was "crystalized" by May 12, 2023, such that no "elect[ion]" was definitively made. The disciplinary process was ongoing, and subject to correction by the County Office of Law. Indeed, the Revised Notice referred to the disciplinary action as "proposed" rather than "final." Similarly, Chief Aziz specifically stated in the Revised Notice that "[a]fter that written response is provided and considered, [he] *will* render the final decision" further supporting the interim and indefinite nature of the Revised Notice. (emphasis added). The County Office of Law Correspondence confirms that final discipline had not yet been imposed: "[T]he Police Chief or his designee will meet with Officer Metter *prior to imposing final discipline*." (emphasis added). Notably, the "promissory" language from the Revised Notice ("per consideration and advice from the Office of Law, a trial board is being offered"), was removed from the County Office of Law Correspondence and replaced with the invitation to meet with Chief Aziz, which Mr. Metter declined to

[12] Whether that be an administrative hearing board, trial board, or an informal meeting.

participate in. The removal of the promissory language, in conjunction with the clear indication of ongoing legal review (two references to the letter of guidance from the Office of the Attorney General), demonstrate that no final decision was made.

In light of the several bases to doubt the "existence of the contract and its terms," as set forth above, we perceive no error with the court's decision to deny Mr. Metter relief. *Beck*, 198 Md. at 249.

CONCLUSION

A police chief's discretion to terminate the employment of a police officer pursuant to Pub. Safety § 3-107(c)(2)(ii) cannot be circumvented by contract to guarantee the officer a disciplinary process unavailable to them. Because the court was legally correct in its determination that "specific performance is not viable given the Chief's discretion in this matter," we affirm the judgment of the Circuit Court for Prince George's County.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.