

PS COMMITTEE #1
October 18, 2010

MEMORANDUM

October 14, 2010

TO: Public Safety Committee

FROM: Linda McMillan, Senior Legislative Analyst 

SUBJECT: **UPDATE and DISCUSSION: Consolidation of Park Police and County Police Communications**

Those expected for this session:

Maryland-National Capital Park and Planning Commission:

Francoise Carrier, Chair, Montgomery County Planning Board

Samuel J. Parker, Jr., Chair, Prince George's County Planning Board

Mary Bradford, Director, Department of Parks

Chief Darien Manley, MC M-NCPPC Park Police, and Co-Chair of the Communications Consolidation Steering Committee

County Government:

Chief J. Thomas Manger, Montgomery County Police Department

Assistant Chief Betsy Davis, Management Services Bureau

Captain Raymond Hanson, Information Support and Analysis Division, and Co-Chair of the Communications Consolidation Steering Committee

Captain Terrance Pierce, Policy and Planning Division

Kathleen Boucher, Assistant Chief Administrative Officer

Ed Piesen, Office of Management and Budget

Background

The Council included a budget provision in both the resolution approving the FY11 County Government Operating Budget and the FY11 Park and Planning Operating Budget requesting the formation of a Steering Committee that would develop a transition plan for the consolidation of call-taking, dispatch, and related records functions that would result in the use

of the County 911 Center and County Computer-Aided Dispatch (CAD) System for the dispatch of Montgomery County Park Police. A September 15, 2010 progress report on communications consolidation is a requirement of the provision. (See © 11-12 for a copy of the budget provision.)

The Steering Committee was formed and worked throughout the summer identifying the tasks that must be completed for the communications consolidation to occur. This progress report is attached at © 2-48 with © 2-10 providing a summary of the major operational changes that are required and issues that need further consideration. The members of the Steering Committee and its work groups are attached at © 20-21.

The County Executive has sent a memo to PS Committee Chair Andrews stating his continuing support for the communications consolidation (© 1A). The Executive proposed this consolidation as a part of his April amendments to his FY11 Recommended Operating Budget. At that time, the Executive expected that the consolidation would take about 90 days to complete and that there would be FY11 savings of \$511,000 from the reduction in positions needed at Park and Planning for Park Police dispatch (net reduction of 9 positions). Information provided by the Executive to the Council is attached at © 13-19.

Planning Board Chair Carrier has sent a memo to PS Chair Andrews outlining some of the concerns that Park and Planning continues to have about this communications consolidation and sharing their conclusion that consolidation does not make sense at this time and will not achieve the budget savings and operational efficiencies expected. (© 1B-1C).

Issues for Committee Discussion

Council staff suggests the PS Committee may want to discuss the following issues that are raised by the work that has been completed so far. The Steering Committee is looking for feedback from the PS Committee on how it should proceed regarding the consolidation.

1. Timeline for Consolidation

The Executive originally expected that the consolidation would take about 90 days. In the May 17 packet to the County Council, Council staff said that Council staff did not believe that this transition could occur in September and commented that (1) with careful planning, transition, and testing, common dispatch could be implemented; (2) implementing the option that requires the use of the current County Police channels will require Park Police to make substantial operational changes (including changes to procedures for non-law enforcement issues handled by Park Police dispatch); (3) protocols would have to be put in place regarding the dispatch of calls related to enforcement of Park rules to ensure they are given appropriate priority; and, (4) if the process resulted in the RIF of Park Police dispatch positions, the timing of RIF procedures would be those used by M-NCPPC. The Council did not include a dispatch cut-over timeline in its budget provision, but rather required a progress report instead.

There are several reasons why the 90 day transition has proven unobtainable. **Perhaps the most important is that the Steering Committee agreed that the mapping configuration in the County CAD should be updated to incorporate current M-NCPPC location information. This is part of an update function undertaken regularly by the Department of Technology Service (GIS). This update will not be complete until January 2011.** Having up to date information is critical if County dispatchers are to have the best information available. This information is also critical for both the time it takes an officer to respond to a call and for the officer's safety when responding.

Setting aside personnel issues and agreements on MOU/MAA changes, the Steering Committee also identified other tasks that require some lead time:

- Training for County and Park Police personnel once agreement is reached on the new configuration for staffing and dispatch;
- Transfer of existing warrants to the County Police Records Division;
- Transfer of alarm monitoring to County Security;
- Upgrades to security systems at the Saddlebrook Headquarters (since it will no longer be staffed 24 hours per day);
- Updating signs in parks/facilities to alert users to call 911 or the County non-emergency number rather than the Park Police.

The Steering Committee's best estimate is that these items would take three to six months to complete. **Council staff expects that, setting aside personnel issues, it would be reasonable to think that a cutover could occur by March 2011.**

2. Supervision Issues

Currently, Park Police are dispatched county-wide over one channel. Park Police Supervisors monitor this channel and are able to respond to calls county-wide as appropriate. Unlike the County Police who have supervisors (Sergeants) in each District, Park Police, being much smaller, do not have a supervisor assigned to each patrol of their seven patrol beats. As the consolidation of dispatch will require the use of the existing seven police channels (six channels for the County Police Districts and one for the City of Takoma Park) Park Police supervisors will need to monitor multiple radio channels.

It is expected that there will be times when a County Police Supervisor will be the first or closest supervisor to address a call that is responded to by a Park Police Officer. The Legal/MOU Work Group believes these issues can be addressed through a modification to the existing MOU. Such a modification would have to be in place before the cutover occurs.

3. Personnel

The Executive's proposal held open jobs in the County ECC with the expectation that any Park Police Dispatcher whose job would be abolished at the Saddlebrook Headquarters could then be employed by County Government so that no current employee would become unemployed because of the communications consolidation. However, there are many

complicating factors to this part of the proposal, including how a Park Police employee's pension would be impacted.

The Progress Report highlights some of these issues on © 8-9. The Legal/MOU Work Group has asked for direction on whether Park Police employees are to be detailed to the County or become County employees. This issue might impact up to seven current Park Police employees depending on how many positions remain at Saddlebrook, whether other employees transfer into other positions with M-NCPPC (Montgomery or Prince George's), or choose not to seek a job at the County 911 Center.

Council staff believes that while the original proposal was made with the best intentions for employees, the difficulty in working out either an arrangement that allows the employee to be detailed or to become a County employee without negative impacts on their current benefits is either unobtainable or will take longer to implement than any other part of the proposed communications consolidation. Council staff believes that the only rational way to move forward in terms of budget and staff time is to acknowledge that once dispatch is transferred, positions will have to be abolished at Park and Planning and RIF procedures will have to be implemented. An employee could be hired by the County but they would come on as a new County employee.

4. Budget Savings

In FY11 savings from this proposal will be reduced both because the date when the consolidation can be implemented is later than assumed and because there will be some up-front costs for Park and Planning (such as alarm systems and signs). In addition, it should be noted that the Front Desk Work Group is recommending that 4 rather than 2 positions be retained at Saddlebrook Headquarters (the Steering Committee has not taken a position on this recommendation.)

5. Planning for a new CAD

In discussing the Executive's proposed supplemental appropriation for the replacement of public safety radios, Council staff asked DTS about the progress being made toward developing the specifications for a new CAD system. Council staff was told that because the Police/DTS staff that would work on planning for the new CAD are the same staff that are working on this consolidation, the planning is being delayed. This has left Council staff questioning whether it is better to use staff resources for the next 6 months to achieve this consolidation option or to focus on the strategic planning for a new CAD that would be used by both the County Police and Park Police and would be developed under the assumption that all calls will be dispatched by the County 911 Center.

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OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

2010 OCT 12 PM 3:40

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SFF
MONTGOMERY COUNTY
COUNCIL

Isiah Leggett
County Executive

MEMORANDUM

October 11, 2010

TO: Phil Andrews, Chair, Public Safety Committee
FROM: Isiah Leggett, County Executive 
SUBJECT: Communications Consolidation Progress Report – September 15, 2010

This memorandum is to express my continuing support for the consolidation of the Park Police Communications function with the County Police Department. The members of the Montgomery County Police Department-Park Police Communications Consolidation Steering Committee and Workgroups are to be commended for their efforts in developing a transition plan to consolidate call-taking dispatch, and related records functions of the Montgomery County Police Department and the Montgomery County Division of the Maryland-National Capital Park and Planning Commission Park Police. As you will recall during the consideration of the FY11 operating budget, the proposal to consolidate the call-taking dispatch and related records functions of the County Police and the Park Police was presented with the objective of eliminating duplication, increasing operational efficiencies, and reducing future costs.

It is clear from the Progress Report that the communication consolidation proposal is achievable and will result in streamlining this important function and closer operational coordination between the County Police and the Park Police. Although there are technical issues and personnel matters to be resolved, the Steering Committee and Workgroups should continue its work to complete the consolidation of the call-taking dispatch and related records functions of the two Police agencies. In light of the County's current fiscal climate, every possible means must be taken to maximize the County's fiscal resources, and at the same time, enhance operational efficiencies and effectiveness.

I continue to support the communication consolidation proposal and urge the Council to also continue to support this proposal. As always, Executive Branch staff is available to assist you in your review of the Communication Consolidation Progress Report.

IL:jfb

- c: Nancy Floreen, President, Montgomery County Council
- J. Thomas Manger, Chief, Department of Police
- Joseph F. Beach, Director, Office of Management and Budget
- Françoise Carrier, Chair, Montgomery County Planning Board
- Mary Bradford, Director, Department of Parks
- Darien Manley, Chief, Park Police

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MONTGOMERY COUNTY PLANNING BOARD
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

OFFICE OF THE CHAIRMAN

October 15, 2010

Councilmember Phil Andrews
Chair, Public Safety Committee
Montgomery County Council
100 Maryland Avenue
Rockville, Maryland 20850

SUBJECT: Communications Consolidation Progress Report – September 15, 2010

Dear Councilmember Andrews:

During the FY 2011 budget work sessions, the Council directed the Department of Parks ("Parks") and the Montgomery County Police Department ("MCPD") to convene a Steering Committee to develop a transition plan for the consolidation of communication functions. The resolution included the following language, "Consolidation of communications, including call-taking, dispatch, and related reporting and records management systems has the potential to reduce long-term personnel and operating costs and ensure interoperability." At the time, consolidating these functions was expected to produce substantial cost savings and efficiencies.

We understand the County's current fiscal constraints and agree that it is a top priority to review departmental functions and identify areas for improvement to provide the best service possible at the lowest cost. However, the County Council has stated that a consolidation of police communications should occur only if it "makes sense." The Planning Board and Parks believe that the proposed consolidation does not make sense and would not achieve the objectives identified by the County Council during its budget deliberations: to save money and create operational efficiencies. Moreover, the results of the Steering Committee's study suggest that the consolidation likely will cause operational problems for the Park Police that are not worth the modest potential for financial savings. As a result, we continue to oppose this consolidation.

The progress report from the Steering Committee identifies unanswered problems to overcome before an effective consolidation can be possible. In particular, important technological and human resource issues have not been successfully addressed.

The first misconception about the proposed consolidation was that employees could transfer easily from one organization to another. In reality, M-NCPPC and Montgomery County have separate merit systems, union contracts, and retirement plans/benefit packages. The only way to achieve the movement of personnel from Parks to MCPD is through a Reduction in Force in the Department of Parks, after which the County may offer the affected employees the opportunity for rehire if the employees can fulfill the duties of the position available.

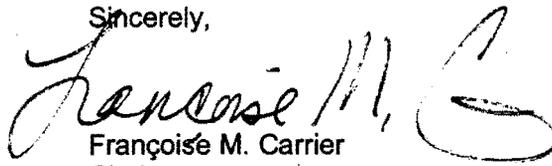
Councilmember Phil Andrews
Communications Consolidation Progress Report
October 15, 2010
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The second misconception was that there is a great duplication of effort between the two departments. As noted in the Steering Committee Progress Report, the Communication Unit in Park Police performs many functions in addition to police dispatch that are not duplicated within County Government. It is imperative that these functions stay within the Department of Parks for continuity of park operations. We estimate that this would require preserving five of the eleven positions in the Park Police Communication Unit, dramatically decreasing the potential savings from consolidation.

Finally, the Steering Committee has determined that technological limitations would make it impossible for all Park Police calls to be routed to a single radio channel within the MCPD system. As a result, the proposed consolidation would give Park Police supervisors the impossible task of monitoring seven police channels simultaneously. The operational impacts of this limitation have yet to be thoroughly analyzed and tested, as outlined in the Steering Committee Progress Report. Until that analysis is complete, we cannot quantify the service impacts to County residents. At a minimum, this makes a consolidation premature.

We will look forward to discussing the Steering Committee Progress Report with the Public Safety Committee on October 18, and pledge to continue to work with the County to identify areas for savings during these tough fiscal times.

Sincerely,



Françoise M. Carrier
Chair

cc: Isiah Leggett, County Executive
Nancy Floreen, President, Montgomery County Council
Roger Berliner, Councilmember, Public Safety Committee Member
Marc Elrich, Councilmember, Public Safety Committee Member
Mary Bradford, Director, Department of Parks
J. Thomas Manger, Chief, Department of Police
Darien Manley, Chief, Montgomery County Park Police
Joseph F. Beach, Office of Management and Budget
Linda McMillan, County Council Legislative Staff

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MEMORANDUM

September 15, 2010

TO: Montgomery County Council
FROM: Park Police/County Police Communications Consolidation Steering Committee
SUBJECT: Communications Consolidation Progress Report

2010 SEP 15 AM 2:46

MONTGOMERY COUNTY COUNCIL

Background

On May 27, 2010, the County Council adopted Resolution No. 16-1373 appropriating the operating budget for the Montgomery County Government and Resolution No. 16-1376 appropriating FY11 operating budget funds to the Maryland-National Capital Park and Planning Commission. Both resolutions include a budget provision requesting the County Executive and the Montgomery County Department of Parks convene a work group to develop a transition plan to consolidate call-taking, dispatch, and related records functions of the Montgomery County Police Department (County Police) and Montgomery County Division of the Maryland-National Capital Park and Planning Commission Park Police (Park Police) so that they will be handled by the County Police using the County Police Department's computer aided dispatch system (CAD) and existing call-taking and dispatch positions. It is expected that this will result in a reduction in the overall number of communications positions which will provide budgetary savings. The budget savings assumed in the FY11 budget is based on the County Executive's recommendation that such a communications consolidation should result in the overall reduction of nine communications positions in the Park Police for a savings of \$511,940 in FY11. This savings would continue in future years. The Executive's recommendation does not assume the layoff of any Park Police staff but rather the transfer or reassignment of personnel. The budget provision requires the work group provide the Council with a progress report by September 15, 2010. (See Attachment 1 for resolution language and Attachment #2 for memo from County Executive)

Steering Committee

The Park Police/County Police Communications Consolidation Steering Committee (Steering Committee) convened on June 16, 2010 and met on

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June 30, July 14, August 4, August 18, and September 8, 2010. The Steering Committee is co-chaired by Park Police Chief Darien Manley and County Police Captain Raymond Hanson. The current membership is included as Attachment #3. There have been changes in the Steering Committee membership because of reassignments and retirements.

The Steering Committee formed seven work groups to address operational areas impacted by the proposed consolidation. In alphabetical order they are: (1) Alarms and Cameras, (2) Call-taking/CAD/Dispatch, (3) Front Desk Operations, (4) Legal/Memorandum of Understanding, (5) Patrol/Police Operations (includes supervision), (6) Personnel, and (7) Records and Warrants.

The Council requested the following information be provided in the September 15, 2010 progress report.

1. Summary of Current Operations

The County Police, Park Police, Rockville City Police, Gaithersburg City Police, Chevy Chase Village Police, Sheriff's Office, and the Montgomery County Fire and Rescue Service, all communicate through a common radio system. However, how calls are assigned and dispatched is handled differently depending on which agency has primary responsibility for responding to the call.

County Police Emergency Communications Center (ECC) – Currently calls come to the County's ECC via 911, the County Police non-emergency number, and referrals from 311. All calls are initially handled by County Police call-takers. Information is entered into the County CAD. Calls determined to be within the jurisdiction of the City of Takoma Park are redirected to Takoma Park for dispatch and response by the City of Takoma Park Police. Calls for service that are within the jurisdiction of the Park Police are transferred to Park Police communications staff for dispatch and response. Calls within the City of Rockville are dispatched by the County Police over the radio talk group for District 1 (Rockville), calls within the City of Gaithersburg are dispatched by the County Police over the radio talk group for District 6 (Gaithersburg-Montgomery Village), and calls within Chevy Chase Village are dispatched over the radio talk group for District 2 (Bethesda). Municipal police officers are entered into the CAD line-up and are considered controlled units and dispatched by ECC personnel to calls within their respective jurisdiction.

The ECC communicates with Sheriffs Deputies over the six primary channels/talk groups (the Sheriff's Office also has a talk group for internal communications). Additional talks groups can be created for special units or special events as needed.

County ECC personnel handle only police related functions. Non-law enforcement matters are redirected to other departments or agencies.

Park Police Communications – Park Police may receive calls that are redirected from ECC or via their own 10 digit non-emergency phone number. If a call is redirected from ECC to Park Police Headquarters, the information is entered into the Park Police CAD and dispatched and monitored by Park Police personnel. Park Police are organized in seven patrol beats; however, one county-wide radio talk group is used for dispatch and communication. This allows all Park Police units to monitor all Park Police radio traffic.

Park Police Communications staff serve not only as call-takers and dispatchers, but also enter warrants, monitor alarms, answer general park inquiries from the public, provide customer service to people who walk-in to Park Police Headquarters, and perform additional administrative duties as needed. Staff is at Park Police Headquarters 24 hours per day/7 days per week. These additional duties are addressed later in this progress report.

The County Police and Park Police communications system currently have the ability to monitor and communicate over the other agency's channel as needed.

County Police and Park Police currently have separate records management and warrant control systems. For Park Police, some of these records are maintained in their CAD. If the Park Police CAD is no longer used, these functions must also be handled in another manner. This issue is also addressed in a later part of this progress report.

2. Summary of Major Operational Changes Needed for Call-taking/Dispatch

The Call-Taking/CAD/Dispatch Work Group has identified the tasks that must be completed to consolidate call-taking and dispatch in the County ECC (Attachment #4). The Work Group progress report contains all the tasks that must be completed. The following are **highlights** from the progress report:

- The County ECC will answer all emergency and non-emergency Park Police service calls. Park Police Headquarters will no longer have 24 hour per day staff.
- Park Police communications will be conducted over seven dispatch radio talk groups (the six existing County district talk groups and the City of Takoma Park's radio talk group for park calls in that jurisdiction).
- Map configuration in the County CAD must be updated to incorporate current M-NCPPC information. This mapping function would be completed by County DTS/GIS with the earliest completion date of January 2011.
- Mobile Data Computers (MDC) configuration must be updated and PacketCluster (report writing software) licenses must be transferred when the transition is implemented.

- County ECC staff must be provided with training to familiarize them with the M-NCPPC park system, Park Police operations, and M-NCPPC rules and regulations.
- Park Police tow requests (except for Park Police vehicles) will be handled by County Police district stations and County Police towing program.
- Phones and signs at all park facilities (including trails) will have to be updated to direct all calls to either 911 or the County Police 24-hour non-emergency number (301-279-8000). A cost estimate has not been determined as yet.
- Consideration was given to using the County's 311 system to handle non-emergency, non-law enforcement calls. This is currently not feasible because of its limited hours of operation. Most non-emergency calls to the Park Police come in the evening and on weekends.
- Park Police Officers will continue to be supervised by Park Police supervisors. When Park Police operations are spread over a seven talk group system, Park Police supervisors will monitor Park Police operations in one or more of four ways: (1) continuous scanning of all talk groups, (2) use of mobile data computers, (3) text notification via personal communication devices (i.e., Blackberry), or (4) direct voice notification from ECC.
- A modification of the existing MOU may be required to grant supervisory authority of Park Police Officers to County Police supervisors in the event of a delay of the notification of a Park Police supervisor. This is necessary to ensure continuous supervisory oversight of Park Police officers.

Topics needing further Committee consideration:

- How to maintain the ability to monitor and communicate directly with the Prince George's County Park Police. Montgomery County Park Police routinely serve as back-up to and conduct joint operations with Prince George's County Park Police.
- How to make notification to Park Police call-outs. The Work Group has requested policy information from the Park Police.

Testing:

The Park Police have provided the County's Department of Technology Services with a laptop mobile data computer for the purpose of real-time testing. County Police and Park Police expect testing to begin soon.

3. Summary of Operational Changes Needed for Other Duties handled by Park Police Communications Personnel

The Front Desk Operations Work Group has identified how tasks currently handled by Park Communications staff will be handled or reassigned. (Attachment #5). The following are **highlights** from the progress report:

- The Front Desk Operations Work Group proposes that the front desk at Park Police Headquarters (Saddlebrook) be staffed during core business hours which are estimated to be 12 to 14 hours per day, seven days per week. The Work Group recommends Park Police retain four positions. There may also be additional hours required to cover training, leave, etc.
- The front desk staff will continue to answer administrative phone calls that come in during these hours, make recordings of phone calls, and monitor the talk group used by M-NCPPC maintenance staff during these hours.
- Monitoring of alarm systems will be transferred to County Security. Park Police will be notified by County Security if an alarm is activated and will respond to the facility as they currently do. Park Police Headquarters and the fueling station will need alarm system upgrades because they will not be staffed 24 hours per day.
- Front desk staff will be able to sign out radios to volunteers during the hours Headquarters is staffed. Volunteers will sign out radios similar to those used by Park maintenance which include a channel that is direct to 911. There will not be a way to record volunteer activity after hours. When assisting with special events, volunteers will be able to use special events channels.
- Personnel needing to access Park Police Headquarters after hours will have access via scan cards. After-hours deliveries (including fuel) will not be accepted. Headquarters houses a community phone-hub and Information Technology infrastructure that serves both the Montgomery and Prince George's County divisions of M-NCPPC.
- During non-staffed hours, Park Police will need to use County Police holding cells.
- After-hours reports for Park maintenance will be taken through a voice mail account.
- Maintenance of warrants (initially about 600 warrants will be transferred), NCIC entries ("Hot Files"), and any other 24-hour message routing services will be transferred to the County Police Records Unit. No additional county staff is needed.

- After-hours calls from citizens regarding Park permit issues will be handled through voice mail. If it is a matter that requires police attention, the recording will direct the citizen to call 911 or the County non-emergency number.
- The Legal/MOU Work Group has identified that the consolidation will also have an impact on the Commission's obligation to provide the NIH Police and the Baltimore Regional Automotive Theft Task Force with secondary terminal access to NCIC.

4. Proposed Timeline for Consolidation

A consolidation of communications will require changes in Uniformed Crime Reporting, handling of warrants, alarm monitoring, mapping updates, testing, and training of personnel. These items will take three to six months to implement once the group is directed to implement the consolidation.

The Steering Committee is unable to anticipate the length of any delays that would come from legal, labor, or contractual changes than may be required as a part of the proposed consolidation.

5. Estimated Short-term and Long-term Costs/Savings

The May 3, 2010 proposal estimated FY11 savings of \$511,941 from the transfer of 9 of 11 Park Police communications staff to the County ECC effective September 1, 2010. FY11 personnel savings will be less than this estimate as the consolidation could not occur by September 1, 2010 and because the recommendation of the Front Desk Operations Work Group is to retain 4 of 11 positions at Park Police for front desk staffing.

The short and long term personnel costs will also be impacted by the cost of County versus Park Police communications personnel. The salary for an entry level communications specialist for the county is about \$6,000 higher than for its Park Police counterpart. Depending on choices allowed for retirement and benefits (such as prescription), the cost for a county employee may also be higher than for a Park Police employee (approximately \$6,000 per year assuming participation in the GRIP and selection of highest cost health plans.) Background assumptions about these costs are included as a part of Attachment #7.

The estimated cost to install needed alarm and security upgrades at Park Police headquarters is \$22,000.

The estimated cost to update security systems so they may be monitored by County Security is about \$240 for a small site that has 8 or fewer zones and \$350 to \$1,000 for larger sites depending on the number of zones in each building. There are

176 park facilities. In addition, there is a \$30 initial alarm registration fee for each facility. There is an on-going annual fee of \$15 per site.

There will be short and long term cost savings from moving Parks maintenance employees off of the current VHF radio system and onto the 800 MHz radio system. It is proposed that as new radios are purchased for County and Park Police, the older radios will be transferred to Park maintenance. This change is not dependent on consolidation of call-taking and dispatch. Park and Planning also expects that this change in the radio system for maintenance will reduce the cost of cell phones for Park maintenance staff.

There will also be costs (not yet estimated) from required upgrades to radios and mobile computers including any software adjustments that may be needed to ensure Park Police continue to have access to the M-NCPPC network.

6. Required changes to State law or MOU

The Legal/MOU Work Group has drafted a MOU for consideration by the parties that is strictly focused on call-taking, dispatch, warrants, and alarms. (Attachment #6).

A modification of the existing MOU may be required to grant supervisory authority of Park Police Officers to County Police supervisors in the event of a delay of the notification of a Park Police supervisor. This is necessary to ensure continuous supervisory oversight of Park Police officers.

The Work Group believes that at this time, no changes are needed to Article 28 to implement a communications consolidation.

No MOU(s) or law changes that may be needed for Park Police communications staff to be transferred or assigned to the County ECC have been drafted.

7. Potential Impact on Employees

The Front Desk Operations Work Group is recommending that four employees be retained by Park Police for front desk operations. This means that up to seven employees may need to be reassigned to the County ECC based on the May proposal's assumption of no layoffs.

The Legal/MOU Work Group has asked for clear direction on whether employees are to become County Government employees or to be detailed to the County ECC but remain Commission employees. Direction in this regard will allow the Work Group to do due diligence and determine whether the change can be made through a MOU, Mutual Aid Agreement, a combination of both, or another legal solution.

The following discussion points have arisen regarding these options.

M-NCPPC Employees become County Government Employees

- Does this constitute a Reduction-In-Force for M-NCPPC triggering merit system rules and processes?
- Loss of ability to retain or continue to contribute to the M-NCPPC defined-benefit pension. (Modification to pension plan documents require outside tax counsel review and approval by the Board of Trustees.)
- Feasibility of a lateral transfer (is it permitted by the county classification system.)
- Potential loss of seniority and work schedule.
- Management issues – it will be easier if the M-NCPPC employees become County employees in terms of having only one set of work rules.

Employees remain M-NCPPC employees but are detailed to County ECC

- Labor/Employee relations – two Collective Bargaining Agreements would be in effect that would include different grievance procedures.
- Need to address equitable seniority and work schedules.
- Day-to-day direct supervision of Park staff in the ECC would not be done by M-NCPPC supervisory staff. M-NCPPC supervisory staff would be required to complete employee evaluations without direct observation of employee performance.
- Employees would maintain their status in the M-NCPPC defined benefit pension plan.

The Personnel Work Group (Attachment #7) is recommending that Park Police employees who chose to transfer to the ECC be allowed to enroll in either the Defined Contribution Plan or the GRIP. Their report notes the costs and efforts involved in determining whether the employee could work for the County but continue to contribute to the M-NCPPC defined benefit plan.

Attachments: #1 FY11 Budget Provision

- #2 May 3, 2010 memo from Joe Beach to Nancy Floreen
- #3 Steering Committee membership list/working group list
- #4 Call-Taking/CAD/Dispatch Work Group Report
- #5 Front Desk Operations Work Group Report
- #6 DRAFT MOU from Legal/MOU workgroup
- #7 Personnel Work Group Report
- #8 Current Approved Reciprocal Enforcement and Mutual Aid Agreement (May 2007)

C: Isiah Leggett, County Executive
Francoise Carrier, Chair, Montgomery County Planning Board
Chief J. Thomas Manger, Montgomery County Police
Mary Bradford, Director, Department of Parks

Attachment #1
Communications Consolidation Progress Report
September 15, 2010

The following language is included in both the County Government FY11 Operating Budget Resolution (provision #60 of Resolution 16-1373) and in the Park and Planning FY11 Operating Budget Resolution (provision #12 of Resolution #16-1376) which were adopted on May 27, 2010.

The current economic crisis has made it imperative that Montgomery County find ways to restructure the delivery of services in order to eliminate duplication and reduce future costs. The County Council and the County Executive believe that there may be long-term cost savings and operational efficiencies from consolidating the law enforcement and related support functions of the Montgomery County Division of the M-NCPPC Park Police and the Montgomery County Police Department. Any restructuring of these agencies must continue to provide residents and visitors with a safe park system.

The Montgomery County Police Department and the M-NCPPC Park Police dispatch calls-for-service using separate Computer Aided Dispatch (CAD) systems. Consolidation of communications, including call-taking, dispatch, and related reporting and records management systems has the potential to reduce long-term personnel and operating costs and ensure interoperability. Consolidating communications will have operational impacts on both the Park Police and the County Police and must be achieved through careful planning that includes adequate testing. Consolidation of communications should be the first effort undertaken in the longer term effort to consolidate law enforcement functions.

The Council requests that by July 1, 2010, the County Executive and the Montgomery County Department of Parks convene a work group with representatives from the Parks Department, Montgomery County Police Department, Office of Management and Budget, and County Council staff to develop a transition plan for the consolidation of call-taking, dispatch, and related records management functions. The consolidation of communications is expected to result in the use of a common Computer Aided Dispatch System, the County Police dispatch configuration, and a reduction in the number of overall communications positions. The Council recognizes that this will require operational changes for the Park Police including a reconfiguration of patrol beats and supervision. As a condition of spending funds appropriated in this resolution, the work group must provide the Council with a progress report by September 15, 2010. The Executive and the Department of Parks may begin to implement this consolidation prior to the progress report. The progress report should include:

Attachment #1
Communications Consolidation Progress Report
September 15, 2010

- A summary of the Park Police's current process for call-taking, dispatch, and related records management functions and how they have been reassigned.
- A summary of Park Police and County Police operational changes needed for consolidation.
- A summary of how other duties currently handled by Parks Department communications staff will be reassigned under a consolidated model.
- A proposed timeline for consolidation.
- A summary of estimated short-term and long-term costs and savings.
- Information on whether there is a requirement for a change to State law or whether an inter-agency memorandum of understanding may be used.
- The expected impact on Parks Department and County Government employees.

The Council also requests that the County Executive and the Department of Parks work collaboratively to determine the extent to which and how County Police Officers and Park Police Officers can be redeployed to support county-wide public safety needs which include pro-active patrol of parkland. A progress report on these efforts must be provided to the Council by January 15, 2011.

It is not the intent of the Council that any requirements in this provision would prevent M-NCPPC and the Montgomery County Government from entering into any inter-agency memorandum of understanding that is agreeable to both agencies and would result in efficiencies and cost savings from shared services.



OFFICE OF MANAGEMENT AND BUDGET

Isiah Leggett
County Executive

Joseph F. Beach
Director

MEMORANDUM

May 3, 2010

TO: Nancy Floreen, President, County Council

FROM: Joseph F. Beach, Director

SUBJECT: Integration of Park Police with County Police

I want to take this opportunity to clarify the basis for the County Executive's recommendation that we begin the process for integrating the Park Police into the County Police force and to respond to some of the statements made by the Planning Board Chair on this subject.

Purpose

Integrating the operations of the Montgomery County Police Department (MCPD) and the Maryland-National Capital Park and Planning Commission (M-NCPPC) Park Police meets the County's need to:

- Optimize government operations in order to improve delivery of key public safety services to County residents.
- Deploy County resources in the most efficient and cost effective manner possible by identifying redundancies and challenging old ways of doing business.

This step demonstrates the commitment of County government to continual improvement of operations in the most cost effective way.

Operations and Service Delivery

The merger of Park Police and County Police will lead to improvements in the following areas:

Interoperability: The use of a single dispatch CAD system will reduce existing communication redundancies and ensure that all public safety officers have access to a unified system. This will allow police forces to better communicate in the event of an emergency that spans both parks and county jurisdictions. Furthermore, improving interoperability will improve officer safety by ensuring that all officers are able to maintain situational awareness during emergency and non-emergency responses.

Response Time: Creation of a combined police force will allow for quicker response times as jurisdictional responsibility will no longer be a factor when fielding service calls. Over 300 parks will

become a part of the patrol beat surrounding the park. As such, the regular beat officer will cover patrol responsibilities for that park.

Internal Capacity Building: Both Parks and County police have particular expertise specific to their fields of operation. A joint police structure within the county would allow for opportunities for cross-training in police operations resulting in a better trained and equipped police force.

Cost Savings

Integrating the Park Police into the County Police Department will achieve target savings through a variety of measures, including but not limited to:

- combining duplicative functions, including dispatch and call center functions;
- reducing overhead, including administration, fleet, purchasing, and records management;
- eliminating duplication in command and other services, including costs related to staff vehicles, equipment, and supplies;
 - reduce Park Police overtime costs due to meeting minimum staffing levels.

These are real, continuing savings. While the Executive's \$2 million goal is aggressive, fiscal circumstances deem it necessary to consider and implement cross-agency solutions. It is a goal that requires collaboration between M-NCPPC and the County Government. The Chart below summarizes the anticipated FY11 savings from the recommended consolidation:

Summary of Proposed Consolidation Savings		
Cancel MCPD January Recruit Class	\$	1,390,500
Transfer 9 of 11 MNCPPC Communication Positions	\$	511,941
		Effective 9/1/10; Retains 2 positions in MNCPPC for other duties: - front desk, etc.
Eliminate duplicative efforts	\$	98,000
		Background Investigations; Crime Analysis; County Gov't. Liaison; Records; Fleet Management
Total Savings	\$	2,000,441

Personnel Savings

Personnel savings can be achieved chiefly through the redeployment of Park Communications Technicians to the County E911 Center, as there are currently 11 vacancies in the County's Public Safety Communication Center (PSCC) and through redeployment of officers from Parks to a combination of MCPD and Park responsibilities which would enable the MCPD to cancel the planned January 2011 recruit class. We anticipate that some transition of patrol officers and patrol responsibilities can occur by the later part of FY11. We envision this would be accomplished through a combination of contracting with M-NCPPC and some lateral transfers of Officers.

The estimated savings do not assume any layoffs of existing Park Police staff. In fact, the County will not demote or reduce the pay of any Park Police Officers. Additionally, we will accept all Park Police Officers even though, in some cases, they may not have met the County's education requirements. We

will work with M-NCPPC to ensure that existing benefit plans are maintained for existing officers. Over time, new officers will become part of the County's health and retirement plans.

Our goal is achieve savings through abolishing vacant, funded positions. As noted above, the FY11 savings do not have to come exclusively from M-NCPPC Parks Department. The majority of the \$2 million in savings will come from the elimination of the County's January 2011 recruit class. We anticipate the consolidation of experienced certified park officers by the end of FY11.

A comparison of the average cost of police officers from each agency should not serve as the basis for determining whether the merger will be cost effective. Rather the focus should be on the savings to be achieved through consolidating and streamlining staffing levels, and relative pay and benefit costs. Wages are comparable for both agencies with County Police officers currently earning slightly more than their counterparts at M-NCPPC. Examination of health insurance and pension costs, important components of personnel costs, reveal more favorable and cost-effective arrangements for the County, particularly for civilian employees.

Non-Personnel Savings

The creation of a consolidated Police force will eliminate the need for many of the administrative functions that are duplicative to each force. Information technology support, crime analysis, human resources, and training are just a few of the instances in which the creation of a joint police force will lead to the elimination of operational redundancies and generate cost savings.

Public Safety and Service Levels

We agree with the Planning Board Chair's assertion that the consolidation will affect some service levels, but we strongly dispute the assertion that this merger will endanger the public. In fact, as we've identified, there is an opportunity to reduce response times through streamlining jurisdictional control. The Parks will continue to be safe.

Park Police currently respond to service calls and deliver excellent customer service. Some of these calls are not directly related to public safety, therefore the MCPD would not respond to these calls. We acknowledge the current M-NCPPC level of service is higher that we would provide, but the fact is we can not afford this level of service any further. Given the current fiscal situation, combining Police forces provides the best opportunity to minimize service reductions in public safety.

Legal Impediments

Mr. Hanson is correct that ultimately Article 28 of the State Code will need to be amended to finalize this consolidation; however, that is not necessary to begin this process in FY11. Provided that M-NCPPC will work cooperatively and collaboratively with the County Government, an MOU between the agencies which define service and staffing levels, command responsibilities, budgets, labor, and other issues would be sufficient to begin the transition.

In addition, the County Council, in appropriating the FY11 County Government budget and FY11 Parks Department Budget and establishing the Metropolitan District tax rates should provide the necessary conditions that require M-NCPPC and County Government cooperation in implementing the integration of the two agencies.

While deployment logistics and ECC training will need to be addressed, we believe that the transition can begin in FY11, resulting in achievable savings in FY11.

Public Policy

What was a good idea in 1953 is not necessarily a compelling basis for public policy in Montgomery County in 2010. The County has changed dramatically over the past 57 years and we should not stop searching for more cost effective ways to provide services to the public.

Police Department consolidations have been implemented in several other jurisdictions in the past including the cities of Las Vegas, Los Angeles, Fairfax County, and Austin. Morris County, NJ, a peer county identified through the County Indicator Project, is in the process of working through evaluating a merger proposal with similar challenges. These consolidations are complex undertakings and require significant agency collaboration, but they are feasible and these jurisdictions determined that this is a necessary step to efficient and effective service delivery in their communities.

While the assertion is made that these consolidations in other jurisdictions have resulted in a deterioration in park safety, no evidence has been produced to substantiate this claim or to show factually why this would be the case in Montgomery County.

Conclusion

We fully acknowledge that the merger will be difficult and complex and will involve a multitude of issues including human resources, institutional culture, fiscal, facilities, information technology, and other issues.

However, because it is complex does not mean it should not be done. There are always reason why the status quo should not be challenged or changed. However, if we are not willing to engage in this type of change management and restructuring, we will not be able to reduce the cost of our local government, ease the tax burden on our residents and businesses, or produce a fiscally sustainable County Government.

JFB:dt

Attachment

- c: Isiah Leggett, County Executive
- Timothy L. Firestine, Chief Administrative Officer
- J. Thomas Manger, Chief, Montgomery County Police Department
- Royce Hanson, Chair, Montgomery County Planning Board
- Mary Bradford, Director, M-NCPPC Parks Department
- Chief Darien Manley, M-NCPPC Police

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Park PD Consolidation with MCPD
ECC Implementation

PHASE 1

Transferring call taker and dispatch to the Montgomery County Emergency Communications Center can take place within 90 days after an MOU is reached. During the 90 days the below training, familiarization and technical coordination will be completed.

Presently Rockville City PD, Gaithersburg City PD, Chevy Chase PD, Montgomery County Sheriff's Dept and the MCFRS are dispatched at the ECC and are on one CAD which includes Takoma Park PD, which now utilizes this function.

Park Police have our radio channels programmed in their radios and they would be set as their primary channel where all officers in that area would now be on the same primary channel. All 911 emergency calls and 301-279-8000 non-emergency calls are received by ECC personnel and will be dispatched with no delays which now result from transferring calls to park dispatch. Presently if the call is on park property we transfer the call and the caller receives a delay and must repeat their information.

- Park PD dispatch and CAD operations to be consolidated into the County Police Department via MOU.
- Training will be in a one 10hr day block for MNCPP personnel
 - Park Division officers will be trained in the use of the CAD function on the MDC
 - Training on 911 dispatch protocols
 - A review of the six county police districts and beat structures, our call sign designators
 - Re-training on radio operations as well as plain English protocol
 - Packet Cluster Refresher
 - Packetwriter and Ejustice familiarization (additional training if adopted)
 - MCPD officers will receive a self-tutorial training venue on Park Police operations as well as an overview of the Parks and a list of their assets and abilities.
- Park PD emergency and non-emergency call taking and dispatching will be moved to the PSCC (This does not include calls for Parks 'Department' or Park Maintenance)
- Park PD emergency and non-emergency police phone numbers will have a recording to redirect callers to:
 - 9-1-1
 - County Police Non-emergency number
 - County 3-1-1
 - Parks 'Department'
- Park Division Officers will operate from the County's Primary 6 dispatch talk Groups – talk group assignment will be based on main entrance to the park.

- A portion of Park PD dispatchers will be absorbed into MCPD ECC operations either as Communications Specialists (Call Takers and Dispatchers) or as Call Takers.
 - If current park alarm/video monitoring is done by Park PD Dispatch, function will stay with front desk or move to MCPD Security Division
- Other current Park PD Dispatcher functions will be absorbed into corresponding MCPD Units:
 - Warrant Control

Updates to Existing CAD Configuration

- Unit designators – Updated car numbers
- Personnel ID's – Update to make sure we have them all.
- Refresh of "PP" locations including Common Place Name's.
- Utilize the CAD-from Saddlebrook for internal assignments
- Re-configure Park Police Panasonic Toughbooks to include our CAD

Additions for CAD Configuration

- Creation of Special Response Plans for Major Parks so Parks Division are recommended units for dispatch.
- Add Park PD data to Asset (AST) file: radios, vehicles
- Possibly add de-centralized personnel as Alias Units for ERT callouts
- Add personnel capabilities and assets to the PER file
- Add Location's of Interest (CAD Hazards) (LOI's) specific to Park PD

9-1-1 Phone System

- Creation of Park PD Dispatchers user IDs in 9-1-1 System

Hardware

- Addition of 1 Call taking Workstation (Furniture, VESTA, CAD, MAP) at PSCC
- Addition of 1 Call taking Workstation (VESTA, CAD, MAP) at AECC
- Addition of 1 CAD remote workstation per Park PD 'facility'.
 - Currently Park has 1 CAD at Saddlebrook

Mobile Data / Radio

- Park PD has a full radio console at their facility. Relocate to PSCC for Sit Room.

Personnel

Attachment #2
Communications Consolidation Progress Report
September 15, 2010

- Increase MCPD ECC Complement by:
 - 9 PSCSs or PSECs
- Transition Plan for Park PD Dispatchers as well as park familiarization training to our current communication specialists at our ECC to include regulations as well as geographic knowledge of the park system
 - Bring over as either PSCSs or PSECs
 - Grandfathering of minimal requirements/testing would need to be determined.
 - Provide training to Park PD Dispatchers:
 - VESTA
 - CAD/Map
 - E*justice
- CAD related training for Park PD Officers/other Civilians
 - Remote CAD
 - Packet Cluster Refresher

MCPD - Park Police Communications Consolidation	
STEERING COMMITTEE	
Captain Ray Hanson Co-Chair	MCPD
Chief Darien Manley Co-Chair	Park Police
Assistant Chief Betsy Davis	MCPD
Captain Terry Pierce	MCPD
Sergeant Mark White	MCPD
Lt. Tony DeVaul	Park Police
Debbie Hagberg	Park Police
Kaye Beckley	MC-OHR
George Lacy	MC-OHR
Mike Knuppel	MC-DTS
Ed Piesen	MC-OMB
Mary Ellen Venzke	Parks - OMB/OHR
Linda McMillan	Council Staff
Kathleen Boucher	Asst CAO
WORKING GROUPS:	
Alarms and Cameras	
John Stinson Chair	Park Police
James Treichel	MCPD - SEC
Norma Beaubien	MCPD - FARU
Clyde Dmonte	Parks - TECH
Deborah Hagberg	Park Police
Call-Taking/CAD/Dispatch Work Group	
Brian Melby Chair	MCPD - ECC
Bill Ferretti	MCPD - ECC
Sergeant Alan Felsen	MCPD - TECH
Charlie Schwab	MCPD - ECC
Deborah Hagberg	Park Police
Clyde Dmonte	Parks - TECH
Front Desk Operations	
Deborah Hagberg Chair	Park Police
Peggy Lyles	MCPD - TRU
Lieutenant Michael Meixsell	Park Police
Legal/MOU(s)	
George Lacy Chair	MC-OHR
Captain Terry Pierce	MCPD
David Anderson	MCPS Legal
Jared McCarthy	Parks-Legal
Melanie Wenger	MC-OIR

Attachment #3
Communications Consolidation Progress Report
September 15, 2010

Patrol/Police Operations (supervision)	
Captain Ray Hanson Chair	MCPD
Captain Dan McNickle	Park Police
Sgt. Mark White	MCPD
Lt. Tony Devaul	Park Police
Personnel	
Debbie Langford Chair	MCPD - Personnel
Kaye Beckley	MC-OHR
Mary Ellen Venzke	Parks - OMB/OHR
Janis Thom	Parks - OMB/OHR
Records and Warrants	
Peggy Lyles Chair	MCPD - TRU
Deborah Hagberg	Park Police
Lieutenant Michael Meixsell	Park Police
Adina Crawford	MCPD - Warrants
Captain Mitch Cunningham	MCPD

MEMORANDUM

TO: Captain Ray Hanson, Co-Chair
Park Police Communications Consolidation Steering Committee

FROM: Brian L. Melby, Director

DATE: August 30, 2010

SUBJECT: Park Police Communications Consolidation Progress Report: Call-Taking/CAD/Dispatch Work Group

The following is a progress report on tasks assigned to the Call-Taking/CAD/Dispatch Work Group:

- 3.1. Answering of all emergency and non-emergency calls for service moves to ECC
Status: will be done upon transition implementation
- 3.1a. Maintain capability for voice, TDD, Language Translation Service
Status: will be done upon transition implementation
- 3.1b. Need for IVR on Current Park Police Phone Lines
Status: Park Police to set up upon transition implementation
- 3.1c. Reprogramming and verifying ANI/ALI of call boxes on trails (emergency phones) to dial 9-1-1
Status: will be done upon transition implementation. These connect via cellular using phase II ANI/ALI which provides LAT/LONG. Common Place Names set up in CAD. Additional signs needed to be added at phone location so caller knows what 'address' to provide call taker
- 3.2. Making recordings of requested 9-1-1 and non-emergency telephone calls, and 800 MHz talk groups for court/investigation/MPIA moves to ECC
Status: ECC is already recording all 800 MHz radiochannels to include any in use by the Park Police and those that will be used by Park Maintenance
- 3.3. Programming of MNCPPC radios
Status: fleet maps and programming via MCPD Technology Division. Repairs/installation via County radio shop
- 3.4. Inventory & Issuance of 800 MHz radios
Status: will be done by MCPD Technology Division. Emergency issuance of radios due to breakage, etc., will be done by ECC

Consolidation Progress Report
August 30, 2010

- 3.5. Dispatch Park Police Officers to calls for service across 800 MHz radio system
Status: Park Police will be dispatched on seven (7) primary dispatch talk groups:
- Six (6) existing Montgomery County district radio talk groups
 - One (1) Takoma Park Police radio talk group
- 3.5a. Ability to monitor and patch to Prince George's County Park Police
Status: pending. ECC can patch the 800 MHz system into Prince Georges 700 MHz system (police only) after PG 700 MHz system is configured for ECC consoles
- 3.5b. Reprogramming of Park Police radios
Status: the talk group already exists in Park Police radios. The re-labeling will be done by MCPD Technology Division as part of updated Fleet maps
- 3.5c. Update to ECC console configuration
Status: same as 3.5b. Emergency Button indicators will be turned up
- 3.5d. Turn down of the MNCPPC VHF radio system
Status: TBD. Can be done after Park Maintenance workers transition to 800 MHz. County to provide radios and batteries to Maintenance. Parks to provide chargers and peripherals
- 3.6. CAD/MDC configuration for Park Police Officers
Status: in progress. Being performed in CAD Test system. Following final configuration and just prior to consolidation implementation, data will be moved to CAD Live system
- 3.6a. ID and security access
Status: in Progress in CAD Test. Users are being setup and configured with data provided by Park Police.
- 3.6b. Unit numbers to include OD units, and Assets
Status: pending in CAD Test. Units completed using Plain English scheme.
- 3.6c. Response areas
Status: pending in CAD Test. Seven (7) response areas to be configured. SRP's for Priority and Routine events to be configured for each Park Property. Need final go ahead from Park Police
- 3.6d. Call types & Disposition Codes
Status: one (1) new Call Type with associated disposition codes has been identified. Call type has been entered into CAD Test. Dispositions pending final approval from MCPD Policy & Planning and ISAD
- 3.6e. Run orders
Status: jointly developing run order based on the seven (7) district response areas

Consolidation Progress Report
August 30, 2010

- 3.6f. Addition of Common Place Names (CPNs)
Status: completed
- 3.6g. Mobile Data Computer (MDC) Configuration
Status: pending. Need list of serial numbers from Park Police to confirm the number of model types. Need delivery of one (1) MDC for each model type from Park Police to create MDC images. Transfer of PacketCluster licenses to occur with transition implementation
- 3.7. Map configuration
Status: pending. MNCPPC needs to provide current data to County GIS
- 3.7a. Response areas
Status: pending. See 3.6C
- 3.7b. Addition of park roads/trails to centerline
Status: pending. Same as 3.7
- 3.8. Training
Status: pending
- 3.8a. Park familiarity for ECC dispatchers
Status: pending
- 3.8b. Park civil laws for ECC dispatchers
Status: pending
- 3.8c. CAD changes: response areas, units, and call types for ECC dispatchers
Status: pending
- 3.8d. Dispatching of park planned events from CAD
Status: pending
- 3.9. All tows logged in MC CAD
Status: completed. Tows will be routed through MCPD six district stations and TPPD desk
- 3.10. Send incident pages to MNCPPC personnel
Status: pending. Critical Incident Messaging/Email already configured and working. If desired by Park Police to support patrol supervision, CAD dispatch messaging (SMS) to be configured via CAD/MCEN interface
- 3.10a. Add Park Police to Roam Secure
Status: pending. Park Police to provide updates to their current list of recipients to be added to existing groups. Identified personnel to be added include their Media and Detective Sergeant
- 3.11. Make notifications for call-out for Park Police investigators, media officers, MC TMC
Status: pending. Need policy information from Park Police

Note: There are five (5) different methods which have been identified for Park Police Supervisory Personnel to use to monitor activities on the seven (7) district channels:

- Scan channels
- MDC
- Blackberry device
- MOU
- Supervisor notified of an incident on other radio channels when the Supervisor is solely on one district channel and not in scan mode.

MEMORANDUM

TO: Chief Darien Manley, Co-Chair
Captain Ray Hansen, Co-Chair
Park Police Communications Consolidation Steering Committee

FROM: Deborah Hagberg, MNC Park Police Communications Supervisor

DATE: August 30, 2010

SUBJECT: Park Police Communications Consolidation Progress Report – Front Desk
Operations Work Group

The following is a progress report on tasks assigned to the Front Desk Operations Work Group:

(This report is based on four personnel working the front desk operations covering core hours of 0900-2100 hrs. Sunday – Saturday. This does not account for leave/coverage issues that will occur)

Tasks/Law Enforcement Related

- 4.1. Answer administrative calls at Park Police HQ
Status: no change from current operations
- 4.1.a. Maintain capability for voice, TDD, Language Translation Service
Status: no change from current operations
- 4.1.b. How will calls be handled after hours?
Status: Call processor will be installed upon transition implementation that will include an after hour message and options to transfer to ECC for immediate assistance with park facility related emergencies. The call processor will be set up with the following options: Hang up and dial 9-1-1, transfer to ECC non-emergency # for police dispatch, media, permit, maintenance, general information and facility hours, list of Park Police personnel office/voicemail #'s.
- 4.1.c. Need for an IVR to direct calls
Status: Our system uses a call processor to direct call. It will be formatted and placed into service by MNCPPC staff upon transition implementation

- 4.2. Administration of Park Police VoicePrint Audio Logging System
Status: no change from current operations
- 4.2.a. Will Park Police continue to maintain VP logger for admin. phone lines?
Status: Park Police will continue to record all incoming from lines to the Front Desk
- 4.2.b. Making recordings of requested admin. phone calls for ct/investigation/MPIA
Status: no change from current operations
- 4.3. Maintain 800 MHz base station for monitoring PS radio system
Status: no change from current operations
- 4.4. Continue to monitor MNCPPC maintenance talk group during staffed hours
Status: no change from current operations.
- 4.5. Transfer of Gold Elite Consoles out of Park Police Communications
Status: will occur at transition implementation
- 4.5.a. Move 1 to ECC Sit Room, 1 as spare
Status: will occur at transition implementation
- 4.5.b. What will happen to Saddlebrook Security Functions built into consoles?
\$\$\$ **Status: these functions can be transferred to another computer. This will occur just prior to transition implementation. \$\$\$ = Cost of additional computer and to pay Teltronic/EAI staff to remove and redirect security functions.**
- 4.6. Turn down of Park Police PMARS site
Status: will occur at transition implementation
- 4.7. Issuance of 800 MHz radios to volunteers on an as needed basis
Status: no change from current operations
- 4.7.a. Training of volunteers on radio use
*** **Status: no change from current operations, training will be provided by Park Police personnel. Volunteers will not be allowed to status out as they currently do on police channels. They will be able to sign out radios similar to PK maintenance, which will include a 911 channel that will go directly to the ECC Supervisor. During staffed hours the volunteers can call out with park checks and be statused in MCP CAD by Front Desk personnel. There will be no way to record checks or volunteer activity after hours. During special events volunteers would work off one of the special event channels.**
- 4.8. Maintain repair logs for remaining equipment at Park Police Front Desk
Status: no change from current operations
- 4.9. Maintain and operate MCPD Remote CAD/Map at Front Desk
Status: Park PD personnel currently monitor/operate an MCP remote CAD workstation. We would need MCP to provide enhanced training on their system in order to fully utilize the system.

- 4.9.a. Enhanced training for Remote CAD operations
Status: see 4.9. above
- 4.9.b. Access to offline CAD data for Park Crime Analyst
Status: prior to transition implementation the software will need to be installed on the Park PD Crime Analyst's computer
- 4.10. Processing of expungements – in Keystone for records prior to move
\$\$\$ Status: no change from current operations. We will need to continue to pay for access to the Keystone system where all our records are located. MCP is not willing to allow all our previous years records to be dumped into their system. \$\$\$ = maintenance contract with Keystone.
- 4.10.a. Verification of expungements
Status : no change from current operations
- 4.11. Operate Meters
Status: no change from current operations
- 4.11.a. Maintain agency ORI
Status: no change from current operations
- 4.12. Maintain a teletype message log
Status: no change from current operations
- 4.13. Schedule all personnel for CJIS/METERS training
Status: no change from current operations
- 4.14 Operate Park HQ door, gate controls and speaker systems
Status: no change from current operations during staffed hours
- 4.14.a. How to handle during non-staffed hours
*** Status: access would be via scan card. There will be no after hour access by the public. This is a reduction in service for the public who are now able to access the building after hours for police services and payment of citations. We occasionally receive visitors after hours to report crimes in the area (adjoining apartments and neighborhood) and issues at Saddlebrook and Glenfield Parks. There will be no one to accept after hour deliveries (including fuel), maintenance access... We house the neighboring communities' phone hub from our boiler room. IT infrastructure is located at HQ to support MNCPPC operations in both Montgomery and Prince George's counties. 24/7 on site personnel have access and are able to detect and deal with IT issues during emergencies. Ammunition and firearms are stored at HQ.
- 4.15. Monitoring Saddlebrook facility holding cell camera video recordings
Status: no change in current operations during staffed hours

- 4.15.a. How to handle during non-staffed hours
Status: Park officers will need to use MCP facilities or have another officer set at the front desk to monitor to monitor and record cells during use
- 4.15.b. Maintain holding cell camera video recordings
Status: no change to current operations
- 4.16. Monitoring Saddlebrook facility emergency generator
Status: no change to current operations during staffed hours
- 4.16.a. How to handle during non-staffed hours. Non law enforcement issue – MNCPPC
\$\$\$
Status: alarm will need to be installed and directed to MC Security. They will receive and dispatch as they would any other park facility alarm. \$\$\$ = installation/maintenance of alarm.
- 4.16.b. Maintain generator test log
Status: no change to current operations. We will need to ensure the testing is done during staffed hours.
- 4.17. Maintain key cabinet and issue keys for Saddlebrook and other MNCPPC facilities
Status: no change to current operations during staffed hours.
- 4.17.a. After hour access to keys
Status: Park supervisors would need to have after hour access to the Front Desk area to access keys to facilities in case of emergencies.
- 4.18. Monitor Park HQ gas pump supply
Status: no change to operations during staffed hours.
- 4.18.a. Monitor Park HQ gas pump supply after hours
\$\$\$
Status: alarm will need to be installed and directed to MC Security. They will receive and dispatch as they would any other park facility alarm. \$\$\$ = installation/maintenance of alarm.
- 4.19. Assist citizens at Park HQ walk-up window during staffed hours
Status: no change to current operations
- 4.20. Issue Park HQ visitor passes
Status: no change to current operations
- 4.21. Receive deliveries for Park Police during staffed hours
Status: no change to current operations
- 4.22. Process sick leave requests for officers and employees of Park Police
Status: no change to current operations during staffed hours
- 4.22.a. How to handle during non-staffed hours

Status: Park personnel would be responsible for contacting the on-duty supervisor for approval. We anticipate some issues due to personnel not knowing who the on-duty supervisor is, especially if the scheduled on-duty is on sick or emergency leave.

- 4.23. Monitor and receive faxes during staffed hours
Status: no change to current operations
- 4.24. Make notifications to MCPD and MCFR as required
Status: no change to current operations
- 4.25. Maintain Lost Property Log
Status: no change to current operations
- 4.26. Maintain Park Police rosters and daily personnel line-ups
Status: no change to current operations
- 4.27. Maintain emergency personnel notification phone tree and notification cards
Status: no change to current operations
- 4.27.a. How will contacts be handled after hours?
Status: the on-duty supervisor can initiate the phone tree.
- 4.28. Maintain MNCPPC plat maps
Status: no change to current operations
- 4.29. Archive all front desk data files at end of month/year
Status: no change to current operations
- 4.30. Process background checks for ride-alongs
Status: no change from current operations
- 4.31. Entry of planned events into MCP CAD
Status: Front Desk will be responsible for entry and management of this function. MCP will need to handle training.
- 4.32. Monitor HQ CCTV security cameras
Status: no change to current operations
- 4.32.a. After hour monitoring of HQ CCTV security cameras
\$\$\$
Status: an alarm system will need to be installed at Park PD HQ. Currently only the evidence areas are alarmed since the building is occupied 24/7. MC Security has advised they will monitor the cameras if they receive an alarm. They will not provide 24/7 monitoring of these cameras. We are concerned since these cameras have been used to apprehend suspects in the following crimes: assaults on the soccer field to the rear of HQ, vandalism to play equipment, juvenile on juvenile sex offense, DWI's in front lot, domestics, burglaries from adjacent neighborhoods, stealing of fuel from HQ gas pumps, cut through security fence to steal motorcycle stored in rear lot, indecent conduct and vagrants. \$\$\$ = installation and maintenance of an alarm system at Park HQ facility.

Tasks/Non-Law Enforcement Related

- 5.1. Answer of MCNPPC/Dept. of Parks (Permit) related calls
Status: no change to current operations
- 5.1.a. How will calls be handled during non-staffed hours
Status: Call processor will be formatted and placed into service by MNCPPC personnel upon transition implementation
- 5.1.b. Need for IVR
Status: see 5.1.a. above
- 5.1.c. Report of Park maintenance problems (phone and Smart Parks)
Status: no change to current operations during staffed hours. After hours calls will roll to a voicemail account.
- 5.1.d Calls for general information
Status: no change to current operations. After hours calls will divert to the IVR
- 5.2. Mechanism for getting in touch with facility managers after hours – Linked to security
Status: MC Security and MCP District Stations will have access to the emergency call out information for park facilities. MC Security will handle all security related call outs. MCP District Stations will handle officer requested notifications.
- 5.3. After hour towing of Commission vehicles
Status: on duty Park supervisor will need to make notification for Commission vehicle tows.
- 5.4. Operate Park Permit computer
Status: no change to current operations
- 5.4.a. After hours access to Park Permit computer
\$\$\$ **Status: This can be placed on a server for after hour access. \$\$\$ = cost of license fees for access.**
- 5.4.b. Operate as a liaison between Park Permit Office/supervisor and citizens
*** **Status: no change to current operations during staffed hours. After hours citizens will receive a voice recording. Unless they have a police related emergency they will need to wait until the next business day for any issues/concerns. This is a major change in level of service to the public.**
- 5.5. Send Alert Montgomery messages on MNCPPC field and facility closures/cancellations
Status: no change to current operations
- 5.6. Maintain contact info. For Park Managers, during and after hours
Status: no change to current operations

- 5.6.a. How will contacts be made during non-staffed hours?
Status: MC Security and MCP District Stations will have access to the emergency call out information for park facilities. MC Security will handle all security related call outs. MCP District Stations will handle officer requested notifications.
- 5.7. Maintain part-time employment log
Status: officers will need to place themselves on an off duty status with ECC via phone and remember to call back to clear at the end of their assignment.
- 5.8. Maintain Park housing information
Status: no change to current operations

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MONTGOMERY COUNTY DEPARTMENT OF POLICE
AND
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
POLICE DEPARTMENT**

THIS AGREEMENT is made this ____ day of _____, by and between the Montgomery County Department of Police, hereinafter referred to as "MCPD," and the Montgomery County Division of Maryland-National Capital Park and Planning Commission Police Department, hereinafter referred to as the "Park Police."

WHEREAS, Article 28, Section 2-118 authorizes Montgomery County, Maryland, hereinafter the "County," through its Council, to add to, delete from, increase or decrease any part of the portion of the Maryland-National Capital Park and Planning Commission's, hereinafter the "Commission," budget allocated solely to the County; and,

WHEREAS, the current economic crisis has made it imperative that the County find ways to restructure the delivery of services in order to eliminate duplication and reduce future costs; and,

WHEREAS, the Montgomery County Council and County Executive believe there may be long-term cost savings and operational efficiencies from consolidating the law enforcement and related support functions of the Park Police and MCPD; and

WHEREAS, the County Council has recognized that consolidation of MCPD's and the Park Police's communications services, including call-taking, dispatch, and related reporting and records management systems has the potential to reduce long-term personnel and operating costs and ensure interoperability; and

WHEREAS, the County Council's budget resolution No. 16-1376, adopted May 27, 2010, states that consolidation of communications should be the first effort undertaken in the longer term effort to consolidate law enforcement functions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. MCPD will receive all calls for service related to law enforcement functions on Commission property within Montgomery County.
2. Any call for law enforcement services received by the Park Police will be immediately referred/transferred to MCPD communications.
3. MCPD communications will dispatch all calls for police services to Park Police officers.

4. MCPD will maintain all Park Police warrants, to include data entry and compliance with state/federal laws pertaining to warrant control.
5. MCPD's Security Division will monitor all licensed burglar alarms at Commission facilities within Montgomery County, this will include monitoring/recording any video equipment.

IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement as of the day and year first written above.

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
POLICE**

**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF POLICE**

By: _____
Darren Manley
Chief

By: _____
J. Thomas Manger
Chief

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

, General Counsel
Maryland-National Capital Park and Planning
Commission

William A. Snoddy, Associate County Attorney
Montgomery County, Maryland

MCPD-Park Police Communications Consolidation
Personnel Committee

Retirement Options

1. Retain employees in Commission's Defined Benefit Plan - Deduct employee contributions; County pays 18%-20% employer contributions; requires legal action. This will require the Commission's pension plan to be amended, voted on by the ERS trustees, and affirmed by the full Commission. To determine the feasibility of this option will require a legal opinion and actuarial analysis. The cost to date of the legal opinion is \$6,000. The actuarial amount will be an additional costs. In the event, this option is available, implementation cannot occur before January 2011.
2. Move employees into County's Defined Benefit Plan - Need actuarial to determine cost to County; requires legal action.
3. **Recommended Option** - Enroll employees in Defined Contribution Plan or GRIP. Only plans open to them if they end employment with Park and come to County as new hires. This option can be implemented immediately. This option would cause Commission employees to lose their current Commission years of service. If they are vested, their retirement benefits for those years could remain with the Commission and retirement years would start anew with the County.

Years of Service Options

1. Transfer years of service with the Commission to equivalent years of service with the County. These years of service could then be used to:
 - a. receive health benefits for a commensurate number of years into retirement;
 - c. consider them vested in the County's retirement system or having years of service toward vesting (additional cost to County);
 - d. allow them to keep leave accrual rates they had at the Commission. Leave accrual rates for the Commission and the County are the same (<3 years of service is 120 hours/year; 3-15 years of service = 160 hours/year) In the County >15 years of service is 208 hours/year.
2. Employees do not carry years of service to County government and would start as new employees.

Leave Options

1. Keep accrued leave -cost to County; requires reciprocal agreement
2. Cash out leave from the Commission - no cost/no legal action.
3. If employees transfer over, will leave accrual rates remain intact or will employees be required to accrue leave at the rate of a new employee. (see Years of Service Option 1.d. above).

Health Benefits

Employees move into County's benefit plan. This may require the employee to change health care plans and may have a impact on the employee share of the costs.

Probation

1. If employees come to the County as new hires they serve a probationary period.
Employees who fail probationary period will not have a position to return to at the Commission and would be RIFed
2. If they transfer into the County and do not serve a probationary period and are not able to master the duties of the County position, the County will attempt to find an alternate position for them in lieu of termination if a position is available.

Seniority

Determine if employees transferring into the County will retain their seniority for purposes of shift assignment, vacation, promotional opportunities, and/or overtime opportunities. If they do not retain seniority, this will adversely affect Commission employees, some of who have over ten years of seniority. County has indicated Commission employees will not retain seniority for purposes of shift picks.

Training – training in core duties will be provided immediately upon joining the County.

Job Class and Salary – Based on years of service employees could be brought into comparable levels in the Public Safety Communication Specialist series and retain salary up to the maximum of the pay grade. Salaries can be increased to the entry level of the County class if currently earning below the entry level for the appropriate class. Under seniority there is a question of whether employees would retain years of service for longevity pay.

Furlough – reconcile furlough when they leave the Commission and determine pro-rated furlough amount for the County based on date of their move.

Number of Positions – determine number of employees to move to County between 9 and 2 or 0 depending on how many stay in the Commission, take other jobs, choose not to come over.

Detail – consider the possibility of detailing them temporarily to see if it works out. If not, they can return to the Commission in another job and if it does they can be added to County staffing. This may pose issues with commitment to retaining positions at the Commission while budgets are tight.

Next Steps –

1. Determine from legal/labor staff and/or retirement attorneys exactly what would be needed to implement options listed above. Most likely will require union negotiations and/or reopener of union contracts.
2. Have identified general costs in the attachment however may identify specific costs associated with each option once it is determined which employees are interested in working at Montgomery County Government Department of Police.
3. Choose option to implement.

Comparison of County and Park/Planning Retirement and Benefits Plan

Retirement and Benefits		Montgomery County					
RETIREMENT OPTIONS (NON PUBLIC SAFETY EMPLOYEE)	County Employee Salary	Total Cost	County's Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution	
1	Move employees into County's Defined Benefit Plan (ERS)	\$ 35,923	\$ 11,635	26.39%	\$ 9,480.08	6.00%	\$ 2,155.38
2	Enroll employees in Defined Contribution Plan (RSP)*	\$ 35,923	\$ 4,311	8.00%	\$ 2,873.84	4.00%	\$ 1,436.92
3	Enroll employees in Defined Contribution Plan (GRIP)*	\$ 35,923	\$ 4,311	8.00%	\$ 2,873.84	4.00%	\$ 1,436.92
*Employee's Contribution: 4% of regular earnings (excluding overtime pay) on a before-tax basis up to the Social Security Wage Base (SSWB), then 8% thereafter.							
BENEFITS OPTIONS		County Employee Salary	Total Cost (High Option Cost**)	County's Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution
1	County's Health Rates (Choice Plan, Bargaining Unit)	N.A.	\$ 14,432.26	80.00%	\$ 11,545.81	20.00%	\$ 2,886.45
2	County's Prescription	N.A.	\$ 12,875.50	80.00%	\$ 10,300.40	20.00%	\$ 2,575.10
3	County's Dental	N.A.	\$ 1,315.60	80.00%	\$ 1,052.48	20.00%	\$ 263.12
4	County's Vision	N.A.	\$ 105.30	80.00%	\$ 84.24	20.00%	\$ 21.06
5	County's Basic Life Insurance	\$ 36,000	\$ 260.00	80.00%	\$ 208.00	20.00%	\$ 52.00
6	County's Long Term Disability (LTD)	\$ 36,000	\$ 520.00	80.00%	\$ 416.00	20.00%	\$ 104.00
**The high option rate for family rate was used for health benefits							
Retirement and Benefits		Maryland-National Capital Park and Planning Commission (Montgomery County)					
RETIREMENT OPTIONS	P&P Employee Salary	Total Cost	P&P Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution	
1	ERS Defined Benefit Plan	\$ 29,909	\$ 7,148	20.90%	\$ 6,251	3.00%	\$ 897
BENEFITS OPTIONS (Represented Full Time Cost for Medical, Dental, and Prescription Benefits)		County Employee Salary	Total Cost (Highest Cost Family Plan)	County's Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution
1	Aetna Select - Family	N/A	\$ 11,454	85.00%	\$ 9,736	15.00%	\$ 1,718
2	Metlife Dental - Family	N/A	\$ 1,402	85.00%	\$ 1,192	15.00%	\$ 210
3	Carefirst Prescription - Family	N/A	\$ 3,312	85.00%	\$ 2,815	15.00%	\$ 497
4	Commission Vision - Family	N/A	\$ 96	80.00%	\$ 77	20.00%	\$ 19
5	Commission Basic Life Insurance	\$ 29,909	\$ 157	80.00%	\$ 126	20.00%	\$ 32
6	Commission Long Term Disability (LTD)	\$ 29,909	\$ 344	80.00%	\$ 275	20.00%	\$ 69
7	Commission Accidental Death	\$ 29,909	\$ 22	80.00%	\$ 17	20.00%	\$ 4
	Medical						
	Dental						
	Vision						
	Prescription						
	Optional Life Insurance						
	Dependent Life Insurance						
	Flexible Spending Account						
	Long term care (LTC)						
Job Title	Class Code	Grade	Minimum	Mid-Point			
Public Safety Communication Specialist I	003096	15	\$ 35,923	\$ 47,308			
Public Safety Communication Specialist II	003095	16	\$ 37,457	\$ 49,478			
Public Safety Communication Specialist III	003094	17	\$ 39,157	\$ 51,799			
Job Title	Class Code	Grade	Minimum	Mid-Point			
Park Police Communication Technician		C04	\$ 29,909				
Senior Park Police Communication Technician		C06	\$ 37,135				

Comparison of County and Park/Planning Retirement and Benefits Plan - Calendar Year 2011 **Amended October 8, 2010**

Retirement and Benefits		Montgomery County Government					
RETIREMENT OPTIONS (NON PUBLIC SAFETY EMPLOYEE)	County Employee Salary	\$ Total Cost	County's Contribution (Employer Cost Factor)**	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)**	\$ Cost Employee Contribution	
1 Move employees into County's Defined Benefit Plan (ERS)*	\$ 35,923	\$ 10,917	26.39%	\$ 9,480	4.00%	\$ 1,437	
2 Enroll employees in Defined Contribution Plan (RSP)*	\$ 35,923	\$ 4,311	8.00%	\$ 2,874	4.00%	\$ 1,437	
3 Enroll employees in Defined Contribution Plan (GRIP)*	\$ 35,923	\$ 3,783	6.53%	\$ 2,346	4.00%	\$ 1,437	

*Rates are CY10 rates; CY11 rates will be available mid-November 2010.

**Employee's Contribution: 4% of regular earnings (excluding overtime pay) on a before-tax basis up to the Social Security Wage Base (SSWB), then 8% thereafter.

BENEFITS OPTIONS		County Employee Salary	\$ Total Cost	County's Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution
1 County's Health Rates (Choice Plan, CareFirst High Option POS)	N.A.	\$ 16,019	80.00%	\$ 12,815	20.00%	\$ 3,204	
2 County's Prescription (Choice Plan, Standard Option)	N.A.	\$ 4,187	80.00%	\$ 3,350	20.00%	\$ 837	
3 County's Dental (Choice Plan, UCCI PPO)	N.A.	\$ 1,315	80.00%	\$ 1,052	20.00%	\$ 263	
4 County's Vision	N.A.	\$ 106	80.00%	\$ 85	20.00%	\$ 21	
5 County's Basic Life Insurance	\$ 35,923	\$ 208	80.00%	\$ 167	20.00%	\$ 42	
6 County's Long Term Disability (LTD1)	\$ 35,923	\$ 73	80.00%	\$ 59	20.00%	\$ 15	

Retirement and Benefits **Maryland-National Capital Park and Planning Commission (Montgomery County)**

RETIREMENT OPTION	P&P Employee Salary	\$ Total Cost	P&P Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution
1 ERS Defined Benefit Plan*	\$ 29,909	\$ 7,148	20.90%	\$ 6,251	3.00%	\$ 897

*Rate is for CY10

BENEFITS OPTIONS (Premium Rates for Full-Time Cost for Medical, Dental, and Prescription Benefits)	County Employee Salary	\$ Total Cost	County's Contribution (Employer Cost Factor)	\$ Cost Employer Contribution	Employee's Contribution (Employee Cost Factor)	\$ Cost Employee Contribution
1 CIGNA Open Access Plus in EPO - Family	N/A	\$ 11,412	85.00%	\$ 9,700	15.00%	\$ 1,712
2 UCCI Dental - Family	N/A	\$ 1,263	85.00%	\$ 1,073	15.00%	\$ 189
3 Caremark Prescription - Family	N/A	\$ 3,312	85.00%	\$ 2,815	15.00%	\$ 497
4 Vision Service Plan - Low - Family	N/A	\$ 111	80.00%	\$ 89	20.00%	\$ 22
5 Commission Basic Life Insurance (Employee Only)	\$ 29,909	\$ 158	80.00%	\$ 126	20.00%	\$ 32
6 Commission Long Term Disability (LTD)	\$ 29,909	\$ 319	80.00%	\$ 255	20.00%	\$ 64
7 Commission Accidental Death	\$ 29,909	\$ 22	80.00%	\$ 17	20.00%	\$ 4

- Medical
- Dental
- Vision
- Prescription
- Optional Life Insurance
- Dependent Life Insurance
- Flexible Spending Account
- Long term care (LTC)

Job Title	Class Code	Grade	Minimum	Mid-Point
Public Safety Communication Specialist I	003096	15	\$ 35,923	\$ 47,308
Public Safety Communication Specialist II	003095	16	\$ 37,457	\$ 49,478
Public Safety Communication Specialist III	003094	17	\$ 39,157	\$ 51,799

Job Title	Class Code	Grade	Minimum	Mid-Point
Park Police Communication Technician		C04	\$ 29,909	
Senior Park Police Communication Technician		C06	\$ 37,135	

Attachment #7
Communication Consolidation Progress Report
September 15, 2010

Amended by OMB
October 8, 2010



**RECIPROCAL ENFORCEMENT
AND
MUTUAL AID AGREEMENT**

THIS RECIPROCAL ENFORCEMENT AND MUTUAL AID AGREEMENT (the "Agreement") is made as of this 15th day of MAY, 2007, by and between Montgomery County, Maryland (the "County"), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the "Commission") a public body corporate and agency of the State of Maryland.

Explanatory Statements

A. Pursuant to the authority set forth in 1922 Md. Laws Ch. 259, the County has established the Montgomery County Police (the "County Police") to protect the health, safety and general welfare of the public within the territorial limits of Montgomery County (the "County Limits").

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Article 28, Section 5-101, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission's properties located from time to time within the County Limits (the "Park Property").

C. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the Commission has established the Montgomery County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission's activities undertaken within the County Limits and the Park Property.

D. Pursuant to the authority set forth in the Code at Article 28, Section 5-114, the County Police shares with the Park Police concurrent general police jurisdiction within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property, subject to the supervisory jurisdiction of the Park Police within and among Park Property only.

E. Pursuant to the authority set forth in the Code, at Article 28 Section 5-114 and the Criminal Procedure Article at Section 2-105, the County, Commission, County Police and Park Police (collectively, the "Parties") desire to make and enter into this "Reciprocal Agreement" for the purposes provided thereunder.

F. Pursuant to the authority set forth in 1992 Md. Laws Ch. 569, as amended by 2002 Md. Laws Ch. 542, the Parties expressly desire to expand the Park Police forces for the limited purpose of authorizing the exercise of concurrent jurisdiction by horse-mounted patrols of the Park Police in certain areas located within the County Limits and only under circumstances expressed herein.

G. The Parties further desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all roads and sidewalks immediately adjacent to any such Park Property.

H. The Parties further desire to establish the conditions under which the Park Police may render mutual aid in the exercise of general jurisdiction within the County Limits.

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J. This Agreement has been approved by the Montgomery County Council on October 31, 2006, by Resolution, a true and correct copy of which is annexed hereto at Exhibit A.

K. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on October 26, 2006, by Resolution MCPB 06-108, a true and correct copy of which is annexed hereto at Exhibit B.

NOW, THEREFORE, in consideration of the mutual rights, duties, promises and obligations herein, the parties desire to set forth in writing the understanding reached between them concerning the manner in which police service is to be rendered within the Park Property and within the County Limits and therefore agree to the following:

1. Authority Reserved. The purpose of this Agreement is to establish the basis and proper exercise of jurisdiction within the County Limits and Park Property under the circumstances expressed herein. Nothing contained in this Agreement is intended to cede, relinquish or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and the County Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by law of the County, resolution of the Commission, common law of Maryland or any other applicable law or regulation promulgated pursuant thereto. For example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of the County Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202 or 2-203 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.2, 2.3, 2.4, 3, 4 or 5 of this Agreement may only be enforced by the parties under Section 6 of this Agreement and shall have no effect on the authority of the County Police or the Park Police to exercise the police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Limited Jurisdiction Conferred. When necessary, the County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, confer upon the Park Police the concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within specified geographical areas (the "Special Patrol Areas") contained within the County Limits as those areas may be enumerated from time to time in writing and executed by mutual consent of the Chief of the County Police and the Chief of the Park Police; provided, however, that such authority conferred by this Section 2.1 (the "Special Patrol Jurisdiction"), shall be subject to the following limitations:

2.1.1. Special Patrol Areas. Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of the Park Police to engage in fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

2.1.2. Mounted Patrol. Activities undertaken by the Park Police under the Special Patrol Jurisdiction shall be limited to (a) routine and/or scheduled patrol by sworn uniformed

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Communications Consolidation Progress Report
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officers of the Park Police mounted on horseback (the "Mounted Patrols") and (b) other activities incidental and reasonably related to conducting the Mounted Patrols.

2.1.3. *Investigation of Crime.* The Mounted Patrols shall not initiate routine investigations of crime occurring within a Special Patrol Area, except and only to the extent, an investigation may be initiated when (a) it is incident to a Mounted Patrol at the scene of a crime, reported crime or possible crime and (b) it is reasonable in scope and duration under the circumstances.

2.1.4. *Park Property Reserved.* Nothing provided in this Article 2 with respect to the Special Patrol Jurisdiction shall limit or otherwise impair the exercise by the Park Police of jurisdiction within any Park Property located within a Special Patrol Area, it being expressly understood that jurisdiction within any Park Property shall be exercised according to the provisions of Article 3 of this Agreement only.

2.2. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer assigned to exercise Special Patrol Jurisdiction at any time; provided, however, that the Park Police may in its sole discretion withdraw any such Park Police officer from the Special Patrol Area and Special Patrol Jurisdiction, and such on-the-scene command, in the event any need for redeployment arises as determined by the Park Police. Without limiting the generality of the foregoing, it is understood that charge and command shall include for this purpose the authority to select appropriate areas or beats for the Mounted Patrol and the authority to exercise on-scene supervision provided, however, that notwithstanding the authority of the County Police to exercise such command the Park Police shall have exclusive responsibility for the scheduling, shift assignment of Park Police officers who undertake the Mounted Patrol activities from time to time, and the safety and well-being of their mounts.

2.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the Park Police agree to observe certain practices and procedures provided as follows:

2.3.1. *Advance Notice of Patrol Schedule.* The Park Police shall provide advance written notice of scheduled Mounted Patrols to the County Police Emergency Communications Center on a weekly or monthly basis. The patrol schedule shall be furnished in any form and content as the County Police may from time to time reasonably promulgate and require.

2.3.2. *Communication Protocol.* Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Special Patrol Jurisdiction shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

2.3.3. *Arrests.* In the exercise of its Special Patrol Jurisdiction conferred under this Agreement, subject only to the command authority of the County Police, the Park Police shall have full and complete authority to make arrests within the Special Patrol Areas.

2.3.4. *Incident Reports.* The Park Police shall file with the County Police a written report for any arrest or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written

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incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.4. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

2.4. Prompt Assistance. For the purpose of securing the orderly exercise of Special Patrol Jurisdiction and conducting the Mounted Patrols, the County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Special Patrol Jurisdiction conferred pursuant to this Agreement.

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police and County Police with respect to the Park Property and that portion of all roads and sidewalks immediately adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. On Park Property. With respect to a particular incident, [the Park Police shall have full] charge and responsibility for on-the-scene command of any County Police officer who exercises concurrent jurisdiction on Park Property shall be determined by the Park Police in good faith on a case-by-case basis and depend upon the facts and circumstances of the incident. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). Notwithstanding the exercise of command by the County Police in any instance, however, it is understood that the Park Police shall have exclusive responsibility for the deployment of Park Police officers who undertake horsemounted related duties, and the safety and well-being of their mounts.

3.1.2. Certain Areas Adjacent to Park Property. If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any County Police officer who responds to that incident unless the incident requires the activation of any County Police emergency response resource. In the event the incident requires the emergency activation of the County Police Emergency Response Team (partial or full activation), Special Weapons and Tactics and/or Special Events Response Team, then the County Police Assistant Chief, Field Services Bureau (or designee) shall coordinate command responsibility with the Park Police Assistant Chief, Patrol Operations (or designee). If any incident begins or is discovered on the roads and sidewalks immediately adjacent to Park Property, and does not involve Park Property, then, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer who exercises concurrent jurisdiction on such roads and sidewalks.

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3.2. Park Police. Except as otherwise expressly provided in Section 3.3. of this Agreement, the Park Police shall be the agency of principal responsibility for law enforcement activities undertaken with respect to Park Property, including, but not limited to, the following:

3.2.1. Patrol. Routine and/or scheduled preventive patrol accomplished by any means (including patrol by motor vehicle, mounted horseback, foot or bicycle patrol).

3.2.2. Investigation. Initiation and/or conduct of investigative activities relating to a crime, reported crime or possible crime occurring on Park Property; provided, however, that, the County Police shall be and remain the agency of principal responsibility for investigative activities relating to any human death occurring or discovered on Park Property. With respect to those events investigated by the Park Police, the Park Police shall be solely responsible for the collection and preservation of evidence/property recovered during the course of their investigations.

3.2.3. Warrants. The execution on Park Property of search or arrest warrants relating to any crime, reported crime or possible crime investigated by the Park Police.

3.2.4. Crowd Control. The planning and execution of law enforcement measures to control crowds, demonstrations, public displays, and similar scheduled and unscheduled congregations which may occur from time to time on Park Property.

3.2.5. Drug and Alcohol Crime. The investigation and enforcement of any violation occurring on Park Property of laws relating to the possession, use and/or distribution of narcotics, and similar controlled dangerous substances or alcoholic beverages.

3.2.6. Motor Vehicle Laws. The investigation and enforcement of any violation of the motor vehicle laws of the State of Maryland occurring on Park Property, whether or not the violation is a crime.

3.2.7. Enforcement of Rules and Regulations. The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Article 28, Section 5-113; provided, however, that nothing contained in this Section 3.2.7 shall be construed to limit the authority provided by the Park Police to certain County police personnel to issue civil citations for violations of the Rules and Regulations.

3.3. Certain Investigations of Death by the County Police.

3.3.1 Deaths on Park Property. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any human death, to include unattended and/or undetermined deaths, homicides, attempted homicides, e.g., assaults resulting in life threatening injuries, and events where human death is likely or imminent, occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police.

3.3.2 Rape and Certain Sex Offenses on Park Property. The County Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any first or second degree rape occurring or discovered on Park Property; provided, however, that any such investigation shall be conducted jointly with the Park Police. Park

Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any attempted rape and/or any first or second [[fourth]] degree sex offense or attempted first degree or second degree sex offense; provided, however, that any such investigation shall be conducted jointly with the County Police. Park Police shall be the agency of principal responsibility for the initiation and/or conduct of investigative activities relating to any third or fourth degree sex offense; provided, however, that any such investigation may be conducted jointly with the County Police at its option. It is understood that incident reports completed by either agency shall be forwarded to either the Commander, Criminal Investigations Division, Park Police or Director, Major Crimes Division, County Police, as soon as practicable following the close of the investigator's tour of duty, but not later than 48 hours thereafter.

3.4. Certain Practices of County Police. For the purpose of securing the orderly exercise of concurrent jurisdiction with respect to Park Property, the County Police agree to observe certain practices and procedures provided as follows:

3.4.1. *Advance Notice of Certain Operations.* To ensure the safety of both Park Police officers and County Police officers, the County Police shall provide to the Park Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted on Park Property. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the Park Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

3.4.2. *Communication Protocol.* Incidents observed by the County Police and arrests made by the County Police in the exercise of its concurrent jurisdiction on Park Property shall be reported promptly to the Park Police Communications Section by means of radio or telephone transmission.

3.4.3. *Incident Reports.* The County Police shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by the County Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 3.4.4. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

3.4.4. *Prompt Assistance.* The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other incident arising on Park Property.

4. Incidental Enforcement Within County Limits. The County and County Police do hereby warrant and muster the aid of the Park Police and, accordingly, do hereby expressly confer upon the Park Police the concurrent and general jurisdiction necessary and sufficient under law to undertake the following activities of law enforcement (specified herein at Sections 4.1, 4.2, and 4.3) anywhere within the County Limits upon the terms, conditions and limitations expressed in this Article 4 (such jurisdiction, the "Incidental Police Powers"). It is understood that the Incidental Police Powers expressed in this Article 4 are conferred in addition to, and not in lieu of, the Special Patrol Jurisdiction conferred in Article 1 of this Agreement and the concurrent jurisdiction conferred under the Code.

4.1. Non-Emergency Conditions.

4.1.1. Motor Vehicle Violations. Any officer of the Park Police who is (a) dressed in a uniform approved by the Park Police or (b) operating a motor vehicle marked with approved Park Police insignia, or both, may initiate a traffic stop in the event the officer witnesses operation of a motor vehicle in violation of any of any applicable State or County law or regulation, saving and excepting only speed enforcement using radar or laser technology off Park Property or the roads and sidewalks adjacent thereto (the "Excepted Motor Vehicle Violations").

4.1.2. Warrants. Any officer of the Park Police may lawfully execute within the County Limits a warrant duly issued by a court of competent jurisdiction.

4.1.3. Certain Traffic Accidents. The Park Police shall investigate any traffic accident involving a motor vehicle owned by the Commission or operated within the scope of employment by any employee of the Commission, unless and except in the event the accident results in any human death or serious injury where death is likely to occur, in which event the County Police shall then investigate in all events.

4.1.4. Death or Serious Injury of Park Police Officers. In the event of death or serious injury of an on-duty officer of the Park Police occurring within the County Limits but not on Park Property, the Park Police will be permitted a non-supervisory role in a joint investigation conducted at the direction of the County Police.

4.1.5. Joint Operations. Upon the written order executed jointly by the Chief of the County Police and Chief of the Park Police, the Park Police shall be authorized and empowered to provide temporary assistance to the County Police for purposes of any public event, demonstration, law enforcement task force or similar operation or undertaking (a "Joint Operation") which may be conducted jointly by the departments from time to time. An officer of the Park Police acting within the reasonable scope of his or her responsibility in any such Joint Operation shall have all concurrent and general jurisdiction necessary and sufficient under law to make arrests and otherwise enforce the laws of the United States, the State of Maryland and laws of Montgomery County.

4.2. Warrantless Arrest. Nothing provided in this Agreement is intended to limit, restrict or in any manner affect whatsoever the authority for any officer of the Park Police to make a warrantless arrest.

4.3. Command. Except and unless expressly waived at the sole option of the County Police with respect to a particular incident, the County Police shall have full charge and responsibility for on-the-scene command of any Park Police officer undertaking any activity which constitutes the exercise of any Incidental Police Power enumerated in this Article 4.

4.4. Certain Practices of Park Police. For the purpose of securing the orderly exercise of the Incidental Police Powers conferred according to this Article 4, the Park Police agree to observe certain practices and procedures provided as follows:

4.4.1. Advance Notice of Certain Operations. To ensure the safety of both Park Police officers and County Police officers, if the Park Police have prior knowledge of a need to exercise any of these Incidental Police Powers, the Park Police shall provide to the County Police reasonable prior notice thereof. Such notice shall be furnished within four (4) hours in advance of

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commencement of such activity according to such applicable written directives or procedures as the County Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

4.4.2. Communication Protocol. Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its Incidental Police Powers shall be reported promptly to the County Police Emergency Communications Center by means of radio or telephone transmission.

4.4.3. Incident Reports. The Park Police shall file with the County Police a written report for any arrest, traffic stop or other incident reportable according to County Police regulation or directive, or at the special request made pursuant to County Police incident command. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the County Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 4.4.3. shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter.

4.5. Certain Practices of County Police. For the purpose of securing the orderly exercise of Incidental Police Powers, the County Police agree to observe certain practices and procedures provided as follows:

4.5.1. Prompt Assistance. The County Police shall render prompt assistance to the Park Police in the event of any reported incident, arrests or other exercise of the Incidental Police Powers conferred pursuant to this Agreement.

5. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the County Police and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 5.

5.1. Referral to Agency Having Principal Responsibility. The Park Police shall promptly refer to the County Police any telephone call or other request for emergency service which relates to an area other than Park Property but within the County Limits. The County Police shall promptly refer to the Park Police any telephone call or other request for emergency service which relates to Park Property. Telephone calls referred by one agency to another shall be transacted using equipment designed to switch the call without interruption to the person initiating the call.

5.2. Reporting. The parties will work cooperatively to resolve any issues related to mutual reporting requirements and referral of calls pursuant to this Article 5. Each agency shall furnish to the other a copy of any records it maintains upon request.

6. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the County Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County Limits and to deliver efficient, coordinated police services to the citizens of Montgomery County. Each police agency signatory hereto, and their respective employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform

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compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of agency to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the effective date of this Agreement, the status of each complaint of non-compliance shall be reported to the County and Commission, respectively.

7. Statutory Indemnity. The parties do mutually covenant and agree to waive all claims and indemnify the other according to the terms and requirements set forth in the Code at Section 2-105 (e)(2) of the Criminal Procedure Article, which terms and requirements, as amended from time to time, shall be deemed incorporated herein by reference as if set forth in their entirety.

8. Intecration.

8.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedules hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof. Without limiting the generality of the foregoing, it is understood that certain Memorandum of Understanding made by and among the Parties dated as of July 1, 1978, that certain Mutual Aid Agreement made by and among the Parties dated as of February 5, 1990, and that certain Memorandum of Understanding made by and between the County Police and Park Police dated November 4, 1998, each and together, shall be of no further force or effect.

8.2. Other Agencies of Law Enforcement. Anything provided in this Agreement to the contrary notwithstanding, it is understood that the Parties may from time to time, under the authority provided under the Code at Section 2-105 of the Criminal Procedure Article, enter into agreements of reciprocal enforcement and mutual aid respecting other law enforcement agencies. In the event any provision contained in this Agreement conflicts with any other such enforcement and aid agreement, the terms of the other such agreement shall be deemed to control.

9. Term. This Agreement shall be deemed effective at 12:01 AM on the date first written above and shall continue in full force and effect until such time as it is terminated by either the County or the Commission upon thirty (30) days written notice.

10. Miscellaneous.

10.1. Notices. Except as otherwise expressly provided by this Agreement, Any written notices, requests, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows:

If to the County:

Chief Administrative Officer
101 Monroe Street, 2nd Floor
Rockville, Maryland 20850

If to the County Police:

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Chief of Police
2350 Research Boulevard
Rockville, Maryland 20850

If to the Commission:

Executive Director
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737

If to the Park Police:

Chief – Montgomery County Division
Maryland-National Capital Park Police
Saddlebrook Headquarters
12751 Layhill Road
Silver Spring, Maryland 20906

10.2. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

10.3. Amendment; Waiver. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto.

10.4. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.6. Applicable Law. This Agreement was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland.

10.7. Use of Genders. Whenever used in this Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

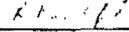
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IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement as of the day and year first written above.

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

MONTGOMERY COUNTY, MARYLAND

By: 
Bruce M. Crawford
Executive Director

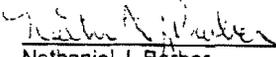
By: 
Isiah Leggett
County Executive

By: 
Royce Hanson
Chairman

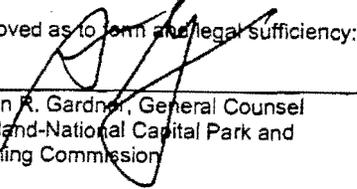
ATTEST: 
Patricia Colihan Barney
Secretary-Treasurer

By: 
Mary Bradford, Director, Department
of Parks

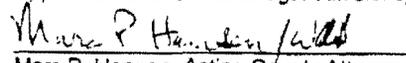
THE MARYLAND-NATIONAL CAPITAL
PARK POLICE

By: 
Nathaniel J. Barber
Chief

Approved as to form and legal sufficiency:


Adrian R. Gardner, General Counsel
Maryland-National Capital Park and
Planning Commission

Approved as to form and legal sufficiency:


Marc P. Hansen, Acting County Attorney
Montgomery County, Maryland