

Resolution No.:	<u>18-1105</u>
Introduced:	<u>April 10, 2018</u>
Adopted:	<u>May 1, 2018</u>

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: Government Operations and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Fraternal Order of Police

**Background**

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 2, 2018, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the year July 1, 2018 through June 30, 2019. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY19.
5. A Government Operations and Fiscal Policy Committee considered the Agreement and made recommendations at a worksession on April 27, 2018.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve the following provisions for FY2019:

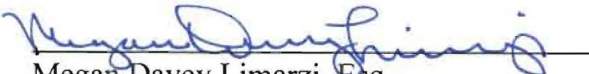
1. 2.0% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2018.
2. 3.5% service increments for all eligible members on their anniversary date.
3. Tuition assistance cap at \$135,000.
4. 3.5% longevity increments for eligible members.
5. A \$1000 lump sum payment for eligible unit members who had a service increment deferred in FY12 and/or FY13 on the first full pay period following July 1, 2018.
6. Use of PPV for officer on-call per Agreement.

The County Council intends to reject the following provisions for FY2019:

The Council intends to reject the group insurance provisions in the agreement. The Council intends to approve the group insurance provisions as they were included in the FY2018 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is rejected.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

  
Megan Davey Limarzi, Esq.,  
Clerk of the Council

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**MONTGOMERY COUNTY, MARYLAND**  
**AND THE**  
**FRATERNAL ORDER OF POLICE,**  
**MONTGOMERY COUNTY LODGE #35, INC.**

Montgomery County, Maryland (hereinafter *County*) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, *et seq.*, of the Montgomery County Code for the term July 1, 2018 through June 30, 2019. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to the existing collective bargaining agreement</i>
[Single boldface brackets]	<i>Deleted from the existing collective bargaining agreement</i>
***	<i>Existing language unchanged by the parties</i>

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**Article 15**

**Hours and Working Conditions**

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**Section H. On Call**

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**3. Use of Vehicles While On-call**

a. Officers assigned to on-call status who live out of the County but near the border (within 15 miles per practice) will be allowed "to and from" use of a county vehicle while in an on-call designation. Officers assigned to on-call status who live outside of the County but within the State of Maryland will be allowed "to and from" use of a county vehicle within 25 miles of the county border, while in an on-call designation.

b. Officers assigned to on-call status (assigned an unmarked vehicle) who live in the County will be allowed full use within 15 miles of the County border.

[b] c. Officers who live in the County and do not have a PPV shall be provided use of a take home vehicle while in an on-call status.

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Section Y. Reporting Requirements

Employees shall immediately report, or as soon as practical, to their commander/director or bureau chief, any circumstances where the employee is arrested or becomes a defendant in any criminal proceeding that may result in incarceration, receives an incarcerable traffic citation as defined in the Maryland Transportation Article, has their driver's license/privilege suspended, revoked, refused, or cancelled that affects their ability to operate a county vehicle, or is notified that they are the subject of a criminal investigation by any law enforcement agency. If the employee is served with a temporary protective order, temporary ex parte order, or other similar temporary order that impacts the employee's ability to carry a weapon or to perform their assigned police duties or any permanent protective order, permanent ex parte order or other similar permanent order that impacts the employee's ability to carry a weapon or to perform their assigned police duties, they shall report the matter (as outlined above) directly to their commander/director, or bureau chief to be reviewed to determine if the matter impacts the employee's ability to perform their assigned police duties. The employee shall provide the commander/director or bureau chief with the information (i.e. date/time/location of the alleged offense, case/docket/tracking number) required for the employer to obtain additional needed information. All information shall be considered confidential and shall only be shared on a need to know basis. It is recognized that all persons are presumed innocent until proven guilty.

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Article 31

Reopener

*Section A. Economic Provisions.*

1. In the event any economic provision of this Agreement becomes inoperative for any reason (including, but not limited to action of the Montgomery County Council pursuant to Article V, Chapter 33 §33-80(g) of the Montgomery County Code) all economic provisions of the Agreement shall be reopened for negotiations.
2. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution[.] as an impasse matter consistent with the time table set forth in Section G of this article.
3. If the new impasse is the result of action or inaction of the Montgomery County Council, the procedures provided for in §33-80(g), supra, shall be followed.

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*Section G. Reopener Matters.*

1. On or before September 1, [2015] of each year of this agreement, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30[, 2015].
2. On or before March 2, [2016] of each year of this agreement, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by

which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be March 31[, 2016].

The parties will schedule arbitrators for all [three] reopener sessions by no later than July 15, of the first year of the agreement. If no issues determined to be subject to bargaining are pending for a particular reopener session, the scheduled arbitrator will be cancelled by the arbitrator's cancellation date. Any issues subsequently determined to be subject to bargaining will be bargained and, if necessary, taken to arbitration, during the next reopener.

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## Article 35

### Vehicles

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*Section G. Program Regulations.* The following regulations apply to all participating officers as well as those officers using PPV's/SOFV's on a temporary basis:

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9. Only department-issued shotguns and long guns (see Personal Purchase Rifle Program Memorandum of Agreement dated January 31, 2018 for exceptions) will be carried in PPV's and such weapons must be carried in the secure carrier provided.

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### *Section O. Replacement of Vehicles*

1. Except as provided in paragraph 2 of this section, when an officer becomes eligible for the PPV/SOFV program, the officer's initially issued PPV/SOFV may be a used vehicle. There is no requirement that an initial issue PPV/SOFV be a new vehicle. However, the more senior officer (Article 12) has choice of available vehicles. [will be issued a vehicle consistent with current practice. [See Side Letter 3/15/1996.]] (Previous side letter dated March 15, 1996 merged into agreement)
2. When an officer who has a PPV/SOFV is assigned to one of the below listed units, the officer will turn in his/her PPV/SOFV to the Department's Fleet Manager and use one of the assigned unit vehicles as their PPV/SOFV.
  - a. SID
  - b. SWAT
  - c. SAT
  - d. Forensic Services
  - e. School Safety
  - f. Personnel-Recruiters
  - g. Canine

h. PCAT unmarked vehicles

i. Other units where the car is uniquely equipped for use in that assignment

Vehicles assigned to officers transferred to the unit with similar vehicles will be retained by the officers. Except for SID, if a unit vehicle is not available, the officer will retain his/her PPV/SOFV until a unit fleet vehicle is available. When the officer leaves a unit that has unit assigned vehicles, s/he will turn the vehicle in to the Unit Commander and shall be placed on the eligible list for the type of vehicle that is required for the new assignment.

3. Except for units that have unit assigned vehicles, when an officer is transferred from an unmarked to a marked assignment (or vice versa), and there is not a vehicle available, the officer will retain his/her existing PPV/SOFV until the proper type of PPV/SOFV becomes available. When an officer is transferred from an unmarked PPV/SOFV assignment to a marked PPV/SOFV assignment (or vice versa) or moves into the County thereby making him/her eligible for the PPV program, he/she will receive whatever unmarked/marked vehicle is available at the time the officer is issued a PPV. However, the senior officer (Article 12) has choice of available vehicles. There is no requirement that the issued vehicle be a new vehicle.
4. All deadlined or replacement vehicles will be turned into the Department's Fleet Manager. When PPV/SOFV's are deadlined/replaced, the replacement vehicle shall be a new vehicle. Exceptions to this may occur only if the PPV/SOFV operator has been involved in two or more qualifying at-fault accidents within the twenty-four month period immediately preceding deadlining, or the PPV/SOFV operator's abuse/negligence in maintaining the PPV/SOFV caused the vehicle having to be replaced. In either of these instances, the replacement PPV/SOFV may be a used vehicle. This used PPV/SOFV will not be eligible for the trade-in list as defined in #5 below until the officer has retained that vehicle for at least one (1) year.
  - a. To be considered qualifying, the collision must:
    - i. Be the fault of the employee; and
    - ii. Be deemed preventable on the part of the employee; and
    - iii. Result in an insurance claim equal to or greater than \$1,750 worth of damage to the vehicle for each occurrence.
  - b. Review of qualification will be made by the Collision Review Committee. If the committee is unable to reach consensus, the majority vote will rule.
5. When a used vehicle that had been assigned to a bargaining unit employee is going to be placed in the fleet, bargaining unit members within the affected unit will be asked in order of seniority, as defined in Article 12, to volunteer their PPV to be moved into the fleet. The officer volunteering a vehicle for fleet operations will receive a new vehicle as a replacement at the time their assigned vehicle is moved to fleet operations.

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#### Article 36

#### Wages

#### Section A. Wages

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Effective the first full pay period after July 1, 2018, each unit member shall receive a wage increase of

two percent.

Each unit member whose service increment was deferred during FY2012 and/or FY2013, has not yet received it, and who is otherwise eligible, shall receive a \$1,000 lump sum payment. Unit members who are at the maximum salary of their grade as of June 30, 2018, shall not receive the lump sum payment. This payment will be made in one lump sum, by separate payment, on the same pay date as the one associated with the first full pay period after July 1, 2018. Eligible employees who are on unpaid leave and return to work during FY2019 and had a service increment deferred during FY2012 and/or FY2013, and are otherwise eligible, shall receive the \$1,000 lump sum by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment. This shall not replace the FY2012 and FY2013 service increment.

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#### Article 47

##### Duration of Contract

The duration of this agreement shall be one year, become effective July 1, ~~[2017]~~ 2018, and terminate on June 30, ~~[2018]~~ 2019.

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#### Article 61

##### Directives and Administrative Procedures

This agreement has been negotiated in the manner set forth in the Preamble.

*Section A.* Prior to implementing new directives or rules, or proposed changes or amendments to directives or rules, the Employer shall notify the FOP. The primary subject of any new, changed, or amended directives or rules covered by the article shall not include matters currently addressed in the collective bargaining agreement, or matters proposed by the County and rejected by the FOP at the most recent term negotiations, or matters, the primary subject of which, were taken to mediation by the FOP at the most recent term negotiations. The Employer shall give the FOP notice of new, changed or amended directives or rules by email no less than thirty (30) working days before implementation. The Employer shall forward draft copies of proposed new, change or amended directives or rules to the FOP along with a copy of the current directive(s), or rule (if applicable). Any new directive or rule and all changes or amendments shall be identified in the draft document.

Within ten (10) working days after the Employer emails notice to the FOP, the FOP may email comments to the Employer and/or request a meeting with the Employer to discuss the changes. The Employer shall meet with the FOP within five (5) work days of the FOP's emailed request. Any comments shall include identification of those specific provisions of the new directive or rule (or the change or amendment to the directive or rule) that the FOP wishes to discuss.

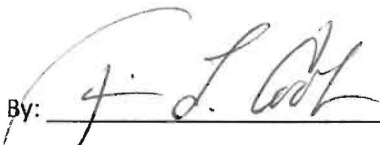
Each party shall, in writing, designate one representative to email notices as described in Sections A and B.

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IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of March 2018.

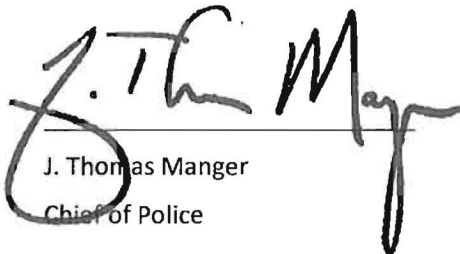
FRATERNAL ORDER OF POLICE,  
MONTGOMERY COUNTY LODGE 35

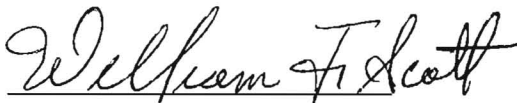
By:   
Torrie Cooke  
President

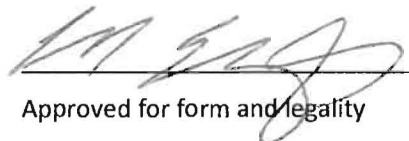
  
Lee Holland  
Chief Negotiator

MONTGOMERY COUNTY,  
MARYLAND

By:   
Isiah Leggett  
County Executive

  
J. Thomas Manger  
Chief of Police

  
William F. Scott  
Chief Negotiator

  
Approved for form and legality  
County Attorney



**Memorandum of Agreement  
Personal Purchase Rifle Program**

Fraternal Order of Police, Lodge 35, Inc. ("FOP"), and Montgomery County, Maryland ("Employer"), agree to the following regarding personally purchased rifles of bargaining unit members. This agreement shall be appended to the current term agreement and shall not alter or amend any existing provision except as specifically set forth herein. This agreement language will apply to any rifle purchased or otherwise owned by a bargaining unit member. Rifles not owned by a bargaining unit member are not eligible for this program.

For unit members who purchase an approved rifle, the Employer will provide training to Employees to ensure proficient marksmanship and tactics are acquired and maintained.

*Section A. Eligibility.* All unit members are eligible to participate in the Personal Purchase Rifle Program. Unit members who are interested in buying a Personal Purchase Rifle will notify the Director of Training and Education Division *or designee*, indicating the specific mode of specification of the weapon they intend to purchase. The unit member will be responsible for complying with all requirements under Federal law and Maryland law for purchasing the rifle including providing all paperwork requiring the employer's signature. The employer agrees to promptly complete all required paperwork for an employee seeking to purchase a compliant rifle. Any rifle purchased under this program remains the property of the unit member.

The following rifles are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt  
6920 series, 6720 series, 6940 series, AR15A4
- 2) Aero Precision  
AC-15, C.O.P., M4E1
- 3) LMT (Lewis Machine and Tool)  
SPM16, STD16, CQB16, LM8MRP, LMT18, CQBP16, CQBPS12
- 4) Spikes Tactical  
ST-15LE, ST-15 Mid Length LE
- 0) Daniel Defense  
DDM4
- 5) LWRC (Land Warfare Resources Corporation)  
IC Enhanced, IC-A5, IC-SPR, IC-A2
- 6) BCM (Bravo Company Manufacturing)  
BCM M4, BCM MID, EAG, JACK, Recce MK-12
- 7) Smith & Wesson  
M&P-15 series
- 8) Windham Weaponry  
CDI, MPC, MPC RF, HBC, Dissipator, Dissipator Heavy
- 9) Rock River Arms  
LAR15 series
- 10) Knights Armament  
SR15 series
- 11) Sig Sauer

**516 Patrol, M400 series**  
**12) Sturm Ruger**  
**AR 556 (Model Number 8502)**

**Each Personal Purchase Rifle from the above manufacturers and models list must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed.**

***Section C. Rifle Specifications***

<b>Platform:</b>	<b>AR-15 Rifle system, assembled by gun manufacturer as one complete weapon. No individually built weapons.</b>
<b>Color:</b>	<b>Black to include handguards, stock &amp; accessories</b>
<b>Operating system:</b>	<b>Direct impingement/Gas Piston</b>
<b>Caliber:</b>	<b>.223</b>
<b>Chamber:</b>	<b>.223 or 5.56mm NATO caliber, .223 REM/5.56 NATO</b>
<b>Barrel:</b>	<b>Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.</b>
<b>Stock:</b>	<b>Collapsible or fixed.</b>
<b>Sights:</b>	<b>Iron sights required, Fixed or flip up.</b>
<b>Firing system:</b>	<b>Semi-automatic only.</b>
<b>Rifling:</b>	<b>1/7 — 1/9 twist</b>
<b>Trigger:</b>	<b>Standard factory installed / law enforcement trigger. No match triggers.</b>
<b>Optics:</b>	<b>An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.</b>
<b>Flashlight:</b>	<b>A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training.</b>

***Section D. Qualification***

***I. Initial Qualification***

- a. The standard for qualification on the rifle will be 90%. Unit members will be allowed to carry their Personal Purchase Rifle upon successful completion of training provided by or approved by the employer.**

- b. Unit members who receive rifle training and fail to qualify shall be given remedial training of up to 25% of the course of instruction to qualify. The remedial training shall be individualized to the unit member's needs but not necessarily one on one instruction.

## **2. Annual Qualification**

- a. Unit members will qualify bi-annually, once in the first half of the year and again in the second half (or as required by MPTC), in order to maintain certification to carry the rifle. During the annual qualification training, the unit member will be given no fewer than 3 attempts to qualify with the rifle. If after these attempts the unit member fails to meet the minimum standard for qualification, within 30 days the unit member will be provided remedial training consistent with section D.1.b. After receiving remedial training, the unit member will be given the opportunity for no fewer than 3 additional attempts at qualification. If after these attempts, the unit member fails to meet the qualification standard, the unit member shall no longer be authorized to carry their rifle for duty use. If the unit member continues to be interested in carrying the rifle they may reapply for rifle training. The unit member must wait a minimum of six months after failing to qualify to reapply. Once this waiting period has passed the unit member may reapply and will be assigned a training date by seniority per the current agreement.
- b. The provisions of all remedial training under the Agreement shall be fair, equitable and meaningful.

### ***Section E. Modifications/Accessories***

No modifications will be made or accessories added to the rifle except those approved by the Joint Health and Safety Committee and agreed upon by both parties. Any unauthorized modifications or added accessories are prohibited, and will result in the rifle immediately being removed from service. The unit member will keep the rifle and it will only be returned to service after the unauthorized modification has been removed. Rifle accessories will be governed by the Firearms Accessory List in effect or its successor agreement for personal purchase accessories for handguns, rifles and shotguns.

### ***Section F. Storage/Carrying.***

1. While on-duty, the rifle will be locked in the rack whenever the rifle is transported in a vehicle supplied with a rack. Otherwise, the rifle will be stored in the trunk in a rifle case; except, it may be transported in the passenger compartment of the vehicle during short term enforcement operations that involve potentially violent criminal activity. While transporting the rifle, the magazine will be loaded and inserted into the weapon. The bolt will be closed on an empty chamber. The safety will be on.
2. The rifle shall be removed from the vehicle and stored in the unit member's residence or station locker when the vehicle is unattended or other than a short period of time. Unit members are encouraged to use a department trigger lock, in accordance with established training procedures, when storing the weapon at their residence or station locker.
3. Personal Purchase Rifles approved as part of this program may be carried in a unit member's PPV or Fleet vehicle.

### ***Section G. Evidence***

Should a personally owned weapon be retained as evidence following an officer involved shooting, the weapon will be returned as soon as practical after forensic examination or evidentiary needs are met. Unit members will be issued a department issued rifle, if available or as soon as one becomes available. In the event there are more officers needing rifles than rifles available, the most senior officer will be issued the replacement rifle. Unit members who are issued a replacement rifle must qualify with that weapon before duty use.

### ***Section H. Maintenance /Repair***

Rifles purchased personally by unit members will be maintained by the unit member. If the rifle is damaged due to activities outside of the unit member's employment, repair or replacement will be at the unit member's expense.

1. The employer will repair personal purchase rifles which are damaged in the line of duty. The PSTA staff will provide armoring/repair services if the PSTA staff has a certified armorer for that manufacturer. The damage cannot be the result of negligence or a manufacturer's defect.
2. Armoring/repair services will be provided if a rifle suffers minor work related damage and the PSTA has the capability to provide services. If the rifle suffers work related damage beyond the repair capabilities of the employer, the employer will have the rifle repaired at a vendor of its choice.
  - a. The fiscal impact of providing repair services under this program will be reviewed on an annual basis through the JHSC.
3. If damaged, optics will be repaired at the officer's expense.
4. If damaged, flashlights will only be replaced by the employer if the damage occurred in the line of duty.
  - a. The employer will replace a maximum of ten (10) flashlights per calendar year.
  - b. Replacement flashlights will be selected and installed by the employer.
  - c. The employer will not provide routine maintenance or minor repairs of flashlights associated with normal use and wear.

### ***Section I. Miscellaneous***

- a. Under this program, unit members will be allowed to purchase one (1) rifle from the approved list of weapons.
- b. Unit members are responsible for a minimum of two magazines and a carrying case for their Personal Purchase Rifle.
- c. Unit members will use only ammunition issued by the department or factory ammunition identical to the type issued by the department for this weapon. The use of reloaded ammunition is prohibited.

- d. The number of county issued rifles available to the bargaining unit will not be reduced during the term of this agreement.**
- e. When carrying or deploying the rifle, unit members are discouraged from attempting to make an arrest or otherwise to come in direct contact with a suspect. The officer deploying the rifle is encouraged to provide cover for other officers and avoid initiating contact.**
- f. If a unit member possesses a county issued rifle and successfully qualifies with a personal purchased rifle, the unit member will relinquish any county issued rifle back to the county to be reissued in accordance with the current MOA.**
- g. If an officer requests to be removed from the program, the member will notify the Director of the Training and Education Division or their designee in writing within 5 business days. The unit member will then be eligible for the County Rifle Program after submitting a request in accordance with the current MOA.**

**Side Letter**

**January 30, 2018**

**Sean Renauer  
Montgomery County Department of Police  
100 Edison Park Drive  
Gaithersburg, MD**

**Dear Sean:**

**This letter is to confirm that the term "deadlining" in Article 35, Section 0.4, means the point in time when the employee receives notice from Fleet Management that his or her vehicle is being removed from PPV/SOFV status.**

**Yours,**

**Marc Zifcak**

**Memorandum of Understanding between**  
**Fraternal Order of Police Montgomery County Lodge 35, Inc. and**  
**The Montgomery County Government**  
**Montgomery County Maryland**  
**For July 1, 2018 to June 30, 2019**

This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2017 through January, 2018.

1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, for the FY19 recommended budget, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11, Montgomery County Council Resolution No. 17-1111, Montgomery County Council Resolution No. 18-150, Montgomery County Council Resolution No. 18-506, and Montgomery County Council Resolution No. 18-823.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. The FOP agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, in the FY18 recommended budget. WA  
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IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 31<sup>st</sup> day of January, 2018.

**Fraternal Order of Police, Lodge 35, Inc.:**

By: Lee Holland 1/31/18  
Lee Holland, Chief Negotiator Date

**Montgomery County, Maryland:**

By: William F. Scott 1-31-18  
William F. Scott, Lead Negotiator Date

Approved as to form and legality  
Office of County Attorney

By: Edward Haenfling, Jr. 1-31-2018  
Edward Haenfling, Jr. Date