



VEHICLE POLICY

FC No.: 423

Date: 06-11-03

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I. Policy

This directive is a comprehensive compilation of all information pertaining to vehicle use within the department. Information contained within this directive is included from a variety of sources including the FOP Contract, side letters, settlements, and departmental directives. This directive is not intended to change the meaning of any of these source documents. If there is an inconsistency in interpretation, the language and meaning of the source document will prevail. References to

key source documents have been noted in bold throughout this directive.

II. Personal Patrol Vehicle Program

- A. The Personal Patrol Vehicle (PPV) Program provides for the highest level of police services to the community by providing greater police presence on the streets and in the neighborhoods of Montgomery County and enhancing the responsiveness of both on-duty and off-duty officers to calls for service. **(FOP Contract Article 35, section E)**
- B. *The department will use its best efforts during the term of this agreement to allocate cars among the districts so as to make it possible for the most senior officers to be assigned PPVs and to make vehicles available to eligible officers (subject to Council imposed budget limitations and service needs).* **(FOP Contract Article 35, section A)**
- C. This policy pertains to all officers assigned PPVs and to those temporarily assigned PPVs, where applicable. Failure to properly maintain the vehicle or comply with the regulations and procedures contained within this policy may result in the officer's suspension from the program, or, in cases of multiple offenses, termination of the officer's participation in the program. **(FOP Contract Article 35, section D)**
- D. Officers who are assigned PPVs and who are on light duty (i.e., no longer able to perform fully in their present assignment), extended sick leave (more than one work week), disability leave, administrative leave (when an officer is responsible for the taking of a human life or the serious injury of a person or when an officer's police powers are suspended because the officer has been charged with a criminal offense or charged with operating a motor vehicle while under the influence of alcohol or drugs), or who are suspended from duty, will turn in the vehicle to the district/unit commander. *The Chief of Police, or designee, will either temporarily reassign*

the vehicle within the district/unit or park/store the vehicle at the station. Officers temporarily reassigned (60 days or less) to another unit may retain the use of the PPV. (FOP Contract Article 35, section G.13.a)

E. An officer on light duty who participates in the PPV Program will not operate a marked police vehicle. In accordance with section II.A.4, a PPV participant will relinquish the car for the period of light duty. ***The officer may operate administrative vehicles in a non-emergency capacity, i.e., administrative duties.*** (FOP Contract Article 11, section E.4.c.5)

F. For the temporary assignment of a vehicle, the district/unit commander will notify the Fleet Manager by telephone, email, or in writing prior to the reassignment of the PPV. The notification must include the estimated date when the reassignment will be concluded and the individual to whom the PPV has been reassigned.

G. ***Officers who move out of the county and have a PPV shall turn their PPV in to the Fleet Manager on or before the date that the employee moves.*** (FOP Contract Article 35, section M)

III. PPV Eligibility

A. An officer is eligible to receive a PPV when the officer:

1. Resides in Montgomery County; and (FOP Contract Article 35, section F.2)
2. Has satisfactorily completed probation as a POI. (FOP Contract Article 35, section F.3)

B. Eligible Lists

Two lists of officers, arranged by seniority ***as defined in the collective bargaining agreement***, will be established and used to determine the order of eligibility for PPVs. One list will be maintained for marked vehicles and a separate list will be maintained for unmarked vehicles. The lists will be updated as promotions and transfers take effect ***and will be provided to the FOP and distributed to the bureaus by the Fleet Manager on a monthly basis. Officers with equal seniority will be assigned a PPV pursuant to the seniority provisions of the collective bargaining agreement*** (FOP Contract Article 35, section F.5), ***or in the case of sworn,***

non-represented employees, by date of rank. The Fleet Manager, in coordination with the Personnel Division, will maintain and make PPV assignments based upon these eligible lists. Eligible lists are maintained by:

1. ***For Lieutenant and above: by rank and date of rank; if tied then date of hire***
2. ***For Sergeant: date of promotion when tied with another Sergeant***
3. ***In all other cases:***
 - a. ***Academy class start date; if tied then,***
 - b. ***Rank in academy class; if tied then***
 - c. ***Actual date of hire***

IV. Assignment of PPVs

A. All officers will be assigned marked police vehicles with the below listed exceptions. ***This list may be changed upon the mutual agreement of the department and the union.*** (FOP Contract Article 35, section F.4)

1. Investigative Services Bureau
2. Management Services Bureau (except recruiters)
3. ***Canine officers who live out of the county but have been permitted "to and from" use within 15 miles of the county line.***
4. Special Assignment Teams
5. Internal Affairs *Division*
6. Media Services *Division*
7. ***Centralized SWAT Team***

B. Unit-Assigned PPVs

1. ***When an officer who has a PPV is assigned to one of the below listed units, the officer will turn in the officer's PPV to the Fleet Manager and use one of the assigned unit vehicles as the officer's PPV.*** (FOP Contract Article 35, section O.2)
 - a. ***SID***
 - b. ***SWAT***
 - c. ***SAT***
 - d. ***Forensic Services***
 - e. ***School Safety***
 - f. ***Personnel - Recruiters***
 - g. ***Canine***
 - h. ***Other units where the car is uniquely equipped for use in that assignment***
2. ***Vehicles assigned to officers transferred to a unit with similar vehicles will be retained by the officers.*** (FOP Contract Article 35, section O.2)

3. *Except for SID, if a unit vehicle is not available, the officer will retain the officer's PPV until a unit fleet vehicle is available. When the officer leaves a unit that has unit-assigned vehicles, the officer 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. (FOP Contract Article 35, section O.2)*
4. *All permanently assigned recruiters shall have the latest model PPV.*
5. *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 the officer's existing PPV until the proper type of PPV becomes available. (March 15, 1996, side letter) (FOP Contract Article 35, section O.3). When the officer has received the appropriate vehicle, the officer will turn in the other vehicle to the Fleet Manager for reassignment. The Chief of Police, or designee, shall reassign the vehicle using the appropriate eligibility list. (FOP Contract Article 35, section G.12)*
6. *The assignment of PPVs is the responsibility of the Fleet Manager. Any requests for the transfer or change of a PPV must be sent in writing through the chain of command to the Fleet Manager for approval.*

C. Initial Assignment

1. *Except as otherwise provided in this section, when an officer becomes eligible for the PPV program, the officer will be issued a vehicle consistent with current practice. (FOP Contract Article 35, section O.1) For the initial assignment of a PPV, an officer can receive a new or used vehicle dependent upon availability. (March 15, 1996, side letter)*
2. *Officers assigned a PPV will receive a packet of information from the Fleet Manager that explains the PPV Program, instructions for operation and use of the PPV, a copy of Article 35, of the FOP contract, and an MCP 517, "Notice of Issuance of New/ Replacement PPV," that outlines the training requirements for use of the PPV. The officer must sign for receipt of the information package. A copy*

of the MCP 517 is sent to the officer's commander.

3. *Upon the issuance of a vehicle, officers have 60 days to complete the prescribed training. It is the responsibility of the officer, the officer's supervisor, and the officer's unit commander to ensure training is received within the 60-day period.*
4. *The Training and Education Division (TED) will publish the dates when driver training is provided. Within seven calendar days of the receipt of a new vehicle, officers must schedule driver training. (FOP Contract Article 35, section P.1) The TED will maintain driver training records for all officers.*
5. *If training is not successfully completed within 60 days, the Fleet Manager will notify the Assistant Chief, Management Services Bureau, and the officer's district/unit commander. The officer has 30 days to complete the training after receipt of notice from the officer's unit commander.*
6. *If training is not successfully completed within the 30 days following receipt of the notice from the district/unit commander, the officer will return the vehicle to the Fleet Manager until the training is completed. (FOP Contract Article 35, section P.2)*

D. Replacement or Deadlined PPVs

1. *Except as indicated below, all replacements for PPVs shall be new vehicles. (March 15, 1996, side letter) All deadlined or replacement vehicles will be turned in to the Fleet Manager. (FOP Article 35, section O.4)*
2. *In the following cases only, the replacement vehicle may be a used vehicle:*
 - a. *If an officer has been involved in 2 or more at-fault accidents within the 12 months immediately preceding the issuance of the PPV.*
 - b. *Abuse/negligence by the officer operating the PPV causes the vehicle to be replaced. (March 15, 1996, side letter)*
3. *In those cases when a vehicle is deadlined and a new vehicle is not available, the officer will be issued a fleet vehicle from the Fleet Manager's pool until a new vehicle is available.*
4. *When an officer moves into the county or transfers from an unmarked to a marked*

PPV assignment, the officer shall be given whatever appropriate (marked or unmarked) vehicle is available at the time of issuance. The senior officer on the eligible list has the choice of available vehicles. (March 15, 1996, side letter)

5. *When an officer is transferred from a marked PPV assignment to an unmarked PPV assignment, the officer will receive whatever unmarked vehicle is available at the time the officer is issued a PPV. (March 15, 1996, side letter)*

E. Temporary PPV Assignment

1. *District/unit commanders may temporarily reassign a PPV within the district/unit for the following reasons: (FOP Contract Article 35, section G.13.a)*
 - a. *PPV participant is placed on light duty*
 - b. *PPV participant is on extended (more than one workweek) sick leave*
 - c. *PPV participant is on disability leave*
 - d. *PPV participant has police powers suspended*
 - e. *PPV participant is on administrative leave for taking a life or the serious injury of a person, or powers have been suspended because of a criminal charge or DWI/DUI charge*
 - f. *PPV participant is on temporary assignment and a unit vehicle is available*
 - g. *During vacations or extended periods (one week or longer) when the participating officer is out of the county (FOP Contract Article 35, section G.15)*
2. *District/unit commanders may temporarily assign PPVs according to the following priority:*
 - a. *Officers normally participating but are temporarily without a car.*
 - b. *Officers who have attained permanent status and meet all other eligibility requirements but have not been assigned a car.*
 - c. *Assignments made under this provision shall be made pursuant to the FOP Contract, Article 12, "Seniority." (FOP Contract Article 35, section G.11)*
3. *The commander shall contact the Fleet Manager to determine the next eligible officer prior to making the assignment.*
4. *The commander shall notify the Fleet Manager by telephone, email, or in writing of the temporary reassignment, the date*

the reassignment will be concluded, the stock number of the vehicle being reassigned, and the individual to whom the PPV has been reassigned.

V. PPV Equipment

- A. *No county-owned electronics will be moved, disconnected, rewired, or disturbed in any way, nor shall privately owned equipment be mounted so as to require its removal during the performance of repair or installation of county-owned electronic equipment. (FOP Contract Article 35, section K.2.b)*
- B. *Privately-owned electronic equipment cannot be installed in a police vehicle unless the inclusion of such equipment will not impede the proper operation of the vehicle and/or county-installed equipment based upon manufacturer's recommendations, as determined by the Division of Fleet Management, DPWT, or other appropriate designee determined by the department. Such determination shall not be arbitrary or inequitable. "Inequitable" means that comparable vehicles that are similarly equipped are not treated similarly. (FOP Contract Article 35, section K.1) Power takeoff and installation points will be specified and approved by the Chief of Police, or designee, with the concurrence of the Division of Fleet Management, DPWT, or other appropriate designee as determined by the department. (FOP Contract Article 35, sections K.2.a and 3.a) The officer will forward the original of the approval form to the Fleet Manager and will retain the copy. (FOP Contract Article 35, section K.3.a)*
- C. *No personally-owned electronic equipment will be attached to or interconnected with county-owned electronics or mounting hardware, nor shall private electrical connections be bridged or connected on county-owned electronic equipment and associated terminals. (FOP Contract Article 35, section K.2.a)*
- D. *Installation, relocation, servicing, or repair of any privately-owned electronic equipment will be performed by the county or a county-approved installer at the participating officer's*

expense. (FOP Contract Article 35, section K.2.c)

E. Required PPV Equipment
(CALEA 41.3.2, 41.3.4)

The following equipment must be carried in the PPV at all times and maintained in proper working condition. ***However, the unit commander in SID may exempt certain SID personnel from the requirements of this section: (FOP Contract Article 35, section L)***

1. Fire extinguisher and bracket
2. ASP (if qualified)
3. Tactical duty helmet
4. Flares
5. Traffic vest
6. Equipment carrying bag
7. Traffic gloves
8. Gas mask
9. First aid kit
10. Latent print kit (if issued)
11. ***Issued county map***

F. ***No modification/additions (including the alteration/substitution of equipment) to the PPV may be made without the written approval of the Chief of Police, or designee, with the concurrence of the Division of Fleet Management, DPWT, or other appropriate designee as determined by the department. (FOP Contract Article 35, section K.4) The Fleet Manager will give instructions for removal.***

G. The following are modifications/additions that ***can be requested for PPVs: (FOP Contract Article 35, section K.1)***

1. Standard broadcast radios (AM, AM/FM, AM/FM Tape) ***(Replacement only)***
2. Tape or disc players ***(Replacement only)***
3. Standard broadcast radio antennas
4. Citizen band radios, ***provided they do not interfere with vehicle or radio functions***
5. VHF scanners/monitors, ***provided they do not interfere with vehicle or radio functions***
6. Cellular and digital telephones
7. Mud flaps - subject to the following restrictions: white in color for marked cars and color coordinated for unmarked cars; vinyl only; cannot be more than 1" wider than the tire; and must be purchased at the officer's expense

H. General Instructions

Subject to the required approval, radio antennas supplied by the vehicle manufacturer or those similar in design may be installed in the pre-drilled location. Vehicles without pre-drilled antenna holes have a built-in antenna for radio hook-up. ***(FOP Contract Article 35, section K.3.b)***

I. All privately-owned electronics and associated hardware (brackets, antennas, etc.) will be removed at the participating officer's expense upon notification of trade-in or transfer of the vehicle. Any cover plate (including radio antenna hole cover plate) that had to be removed to permit installation of electronics must be reinstalled prior to turning in the vehicle. ***(FOP Contract Article 35, section K.2.d)***

VI. **PPV General Operating Procedures**

- A. While using the vehicle off-duty, officers will monitor the police radio on the frequency for the district in which the vehicle is being operated. Officers need not advise the dispatcher when going in or out of service. However, the officer will advise the dispatcher when responding to a call. ***(FOP Contract Article 35, section H.1)*** (CALEA 81.2.5.a)
- B. Off-duty officers will use their identification number preceded by the letters "OD" when transmitting radio messages. ***(FOP Contract Article 35, section H.2)*** (CALEA 81.2.5.c)
- C. Off-duty officers, while operating PPVs, are required to respond to incidents or calls for service which come to their attention through any of the following means:
1. On view
 2. Citizens
 3. Radio monitored activity of a serious nature occurring within reasonable proximity to their location.
- (FOP Contract Article 35, section H.3)***
- D. Consistent with the collective bargaining agreement, overtime compensation will be granted (within budget limitations) for that period of time in excess of two hours to participating officers who must work on an

incident while in their off-duty PPV status. Response to an incident while in an off-duty PPV status does not constitute an official call back as defined in the FOP Agreement. **(FOP Contract Article 35, section I.1)**

- E. The operating officer is responsible for the safety of all vehicle passengers. **(FOP Contract Article 35, section H.4)**
- F. All officers will use seat belts when operating or riding in county motor vehicles, except when an officer's duties necessitate frequent exiting from the vehicle (i.e., checking stores within the same shopping complex). Officers will ensure that all passengers in the cruiser have buckled their seat belts prior to the vehicle being moved and continue to use the seat belt at all times while they are passengers in the moving vehicle. **(FOP Contract Article 35, section H.5)** (CALEA 41.3.3)
- G. Only those safety seats approved by the U.S. Department of Transportation will be used to restrain infants and toddlers. Safety seats will be used consistent with state law and will be removed from the passenger compartment when not in use. **(FOP Contract Article 35, section H.5)** (CALEA 41.3.3)
- H. Animals will not be transported in the PPV except in unusual circumstances. **(FOP Contract Article 35, section H.7)**
- I. *The use of televisions inside of a police vehicle, either on- or off-duty, is prohibited except for those circumstances involving official police business (i.e., use in the Field Comm vehicles for hostage/barricade situations, etc.).*
- J. PPVs will not be operated within four hours after the officer has ingested any amount of alcohol. PPVs will not be operated after the officer has ingested any drug that impairs the officer's ability to operate the vehicle. No alcoholic beverages will be carried in the PPV except when they are seized as evidence or contraband. **(FOP Contract Article 35, section G.2)**
- K. The portable radio, *mobile telephone*, and shotgun and other weapons will be removed from the vehicle and stored at the officer's residence or station locker when the vehicle is unattended other than for a

short period of time. PACA vests and all other uniform equipment will be removed from the passenger section of the vehicle and stored in the trunk of the PPV or in the officer's residence or station locker when the vehicle is unattended other than for a short period of time. For example, they should be removed when the PPV is parked overnight at the officer's residence. The participating officer will ensure that unauthorized persons do not handle department weapons or equipment. **(FOP Contract Article 35, section G.8)**

- L. Minor incidents, to include disabled vehicles, stranded motorists, and citizens in need of assistance, encountered while operating a PPV off-duty, will be handled and cleared by the off-duty officer. In situations which dictate the writing of a report by the off-duty officer, the report will be completed as soon as possible. Completed off-duty initiated reports may be placed in any district station report tray which is convenient to the officer. All off-duty reports will bear the initials "OD" in front of the officer's ID number in the appropriate space. **(FOP Contract Article 35, section H.6)** (CALEA 82.2.1.e)
- M. Traffic collisions encountered by officers off-duty in a PPV will be handled in accordance with departmental policy, except for the following types of collisions: fatal collisions; serious personal injury collisions when the victim is transported; hit and run collisions when evidence or witnesses exist; and collisions involving government-owned vehicles. These collisions will be handled by on-duty units. The procedure for submitting the collision report is the same as in section VI.K. Additionally, the officer generating the report will be responsible for completing the log-mile references. **(FOP Contract Article 35, section H.8)** (CALEA 61.2.1)
- N. Officers using a citizen band radio while on-duty or while acting in an official capacity will use the department's FCC call sign – KBTW 9046 – identifying themselves as the Montgomery County Police and including their off-duty ID number (e.g., KBTW 9046, Montgomery County Police Unit, OD 302). Officers will monitor Channel 9 and respond to emergency calls for assistance occurring in their assigned patrol area. Channel 9 will be

used solely for emergency communications or for communications necessary to render assistance to a motorist. All radio transmissions will be made in a professional manner and in accordance with Section 95 of the FCC rules and regulations. **(FOP Contract Article 35, section H.9)** (CALEA 81.1.2)

- O. The officer's primary responsibility is to the police communications system, and attention to or operation of CB equipment *or mobile telephones* must not interfere with this primary responsibility. **(FOP Contract Article 35, section H.9)**
- P. Officers operating or riding in a PPV off-duty will carry a department-approved handgun on their person (unless light duty restrictions dictate otherwise for the passenger) and have at least one pair of metal or flex handcuffs in the vehicle. **(FOP Contract Article 35, section G.4.a)**
- Q. Officers will carry their credentials and display them upon request. **(FOP Contract Article 35, section G.4.a)**
- R. When responding to calls off-duty involving a felony or serious misdemeanor, it may be necessary for the officer to handle the call in order to best preserve and maintain the chain of custody of evidence. Authorization for an off-duty officer to remain on the scene and/or handle the call will be granted by the on-duty shift supervisor. **(FOP Contract Article 35, section I.2)**
- S. When submitting an overtime request on an MCP 44, "Overtime Pay/Compensatory Leave Request," the officer will strike the words "call back" on line 2 and insert the name of the supervisor who authorized the overtime. The words "off-duty PPV response" will be written next to the supervisor's name on the same line. **(FOP Contract Article 35, section I.3)**
- T. ***Recording Off-Duty Activity***
The department has suspended use of the MCP 518, "PPV Activity Card," until a new tracking system is developed.
- U. In instances of short duration (less than one week), PPV participants may permit the off-duty use of their PPVs ***by officers in their same unit or type of assignment***, who

are eligible for the program. In all such instances, as soon as practicable, the PPV participant will make appropriate notification to the participant's district/unit commander. **(FOP Contract Article 35, section G.14)**

- V. ***When assigned a PPV by the department, job-sharing employees will share one PPV. Job-sharing employees must make the PPV available to the working officer. Both employees shall be responsible for ensuring this availability.*** **(FOP Contract Article 55, section G)**
- W. Officers will not allow off-duty use of their PPV by officers who are not eligible for the program. **(FOP Contract Article 35, section G.16)**
- X. No unauthorized personnel are permitted to operate the PPV except in an emergency. **(FOP Contract Article 35, section G.17)**
- Y. The PPV will not be used to carry excessively large or heavy loads or objects which protrude from the trunk or windows, except when required in the performance of official duties. **(FOP Contract Article 35, section G.7)**
- Z. ***No objects will be placed on the windows or back deck that could obstruct the driver's vision (e.g., hats, decals, toys, etc.).***
- AA. Only department issued shotguns will be carried in PPVs and such shotguns must be carried in the secure carrier where provided. **(FOP Contract Article 35, section G.9)**
- BB. Unattended PPVs must be locked at all times. **(FOP Contract Article 35, section G.10)**
- CC. Officers will not use the PPV as a part of secondary employment, except as provided in this policy, or a collective bargaining agreement. **(FOP Contract Article 35, section G.3)**
- DD. **Non-Uniform Officer Attire** (CALEA 26.1.1)
 - 1. Non-uniform attire must be such that it projects a favorable image for the department and does not create a safety hazard for the officer. Officers are prohibited from wearing open-toe sandals, shower shoes, or in the case of female officers, shoes with more than a one-inch

heel. (FOP Contract Article 35, section G.4.a)

2. The minimum acceptable attire for male officers is long pants or "Bermuda" shorts, a sleeved shirt, socks, and shoes or sneakers. Minimum standards for female officers are long pants, or "Bermuda" shorts, a skirt or dress, a sleeved shirt or blouse, socks or stockings, and shoes or sneakers. In all cases, non-uniform attire will be clean and free of tears and holes. (FOP Contract Article 35, section G.4.a)

NOTE: SID and SAT are excepted from the above clothing standards when the clothing is the officer's work attire and the officer is operating an unmarked vehicle. In such cases, officers may wear their work attire to, from, and during scheduled work. (FOP Contract Article 35, section G.4.b)

3. Off-duty officers in non-uniform attire on the scene of an event may wear a baseball cap with the front of the cap bearing either the department patch, badge, the word "Police," or "Montgomery County Police" with the county logo. Baseball caps are not a recommended form of alternative identification. (FOP Contract Article 35, section G.6)

- EE. Officers operating a PPV in non-uniform clothes will make traffic stops only when inaction would reflect unfavorably upon the department. (FOP Contract Article 35, section G.5)

VII. PPV Markings

- A. So as not to give the public the impression the department endorses or promotes a particular activity, political candidate, or cause, officers are prohibited from using the PPV while engaged in political activities such as setting up signs and attending rallies, caucuses, promotional events, or fundraisers, etc. (FOP Contract Article 35, section G.18)

- B. *Bumper stickers, decals, insignia, banners, or placards provided by the department and related to the interest, purpose, or mission of the department/ county may be attached to the PPV. Unauthorized or nonconforming items will be removed from the vehicle.* (FOP Contract Article 35, section G.18)

- C. *FOP organizational emblems may be attached to the PPV.* (FOP Contract Article 35, section G.18)

- D. *No sticker, decal, insignia, banner, or placard shall be placed on the windshield, side wings, or side or rear windows of the vehicle.*

VIII. Out-of-County Use of Vehicles

- A. With the following exceptions, officers must reside in Montgomery County to be eligible for the PPV program. *Officers in the Centralized Tactical Section (SWAT Team) and Canine Section, who live within 15 miles of the county line, shall be assigned a vehicle for "to and from" use only.* (FOP Contract Article 35, section F.2)
- B. *The Fleet Manager will be responsible for verifying that the requesting officer lives within the 15-mile limit.*
- C. Officers living outside the county who are authorized "to and from" use of the vehicles will be governed by the PPV policy to the extent applicable. (FOP Contract Article 35, section M)
- D. *Those officers serving as duty commander who live out of the county shall use a fleet vehicle assigned to Headquarters for this purpose for the duration of the duty commander assignment. Keys for the vehicle are available from the Administrative Lieutenant, Management Services Bureau.*
- E. *Department employees who are not members of the FOP bargaining unit, who have "on-call" responsibility, may be permitted to and from use of a county fleet vehicle provided:*
1. *They receive district/unit commander approval,*
 2. *It is operationally necessary, and*
 3. *The employee lives within 10 driving miles of the county line as certified by the Fleet Manager.*
- F. Officers will not take the vehicle out of the county except on official business or with the authorization of their district/unit commander. *The Chief of Police, or designee,* may grant continuing authorization to officers attending undergraduate or graduate programs in the metropolitan area; however, other types of

authorization will be on a case-by-case basis at the discretion of *the Chief of Police, or designee*. Such authorization shall not be unreasonably withheld. (FOP Contract Article 35, section G.1)

- G. *Police sergeants and lieutenants have approval to use unmarked vehicles within a 75-mile radius of Montgomery County. This practice will be consistent with the present policy that affects captains and above within the police department. All participants will be subject to current Administrative Procedure requirements, including limiting use of the vehicle to within the Baltimore-Washington Standard Metropolitan Statistical Area, which by practice has been deemed to be within a 75-mile radius of the county's borders. The following conditions apply:*
1. *Unmarked cars only will be affected by this policy (each eligible officer will either be assigned such a vehicle or will be placed on an eligible list if qualified).*
 2. *Qualified officers will include those residing in the county or within 15 miles of the county's borders.*
 3. *Eligible participants will respond to callbacks as may be necessary.*

IX. Fleet Vehicle Policy

- A. *Officers and civilians receiving their initial assignment of a fleet vehicle shall be given a Fleet Vehicle Instruction Manual by the unit fleet coordinator. The manual will describe the use, maintenance, and care of a fleet vehicle as well as how to obtain service for the vehicle.*
- B. *Fleet vehicles are marked or unmarked vehicles that are assigned to a unit or district for use by officers not eligible for the assignment of a PPV, are on the waiting list for a PPV, or who live out of the county and are in an on-call status. In all instances, the use of a fleet vehicle is subject to availability.*

X. Fleet Vehicle Assignment

- A. *The Fleet Manager, based upon a formula that provides for maximum use of available fleet vehicles, assigns fleet vehicles to units. Where possible, district station fleets will have one unmarked colored vehicle for use by officers for surveillance activities.*

- B. *The assignment of fleet vehicles is reviewed and updated quarterly by the Fleet Manager as a result of the number of staff in units needing fleet vehicles. The Fleet Manager will provide changes in vehicle assignments to the Equipment Management Division, DPWT.*
- C. *The number of vehicles assigned to units as fleet vehicles will be adjusted periodically by the Fleet Manager as a result of:*
1. *Changes in the number of staff requiring fleet vehicles.*
 2. *Deadlining of vehicles due to collisions and frequency of repair.*
 3. *Operational or fleet emergencies.*

XI. Use of Fleet Vehicles

- A. Subject to the availability of fleet vehicles, officers not assigned a PPV may use a fleet vehicle *from their assigned district station/unit* to travel "to and from" their district station/unit to/from court, hearings, or other duty-related business which they are required to attend while off-duty. (FOP Contract Article 35, section N)
- B. If an officer, not participating in the PPV program *or an officer who is a PPV program participant, but is temporarily without the use of the PPV*, uses the officer's private vehicle for such travel (duty-related business), the officer shall be reimbursed and insured for such travel either at the prevailing county rate or the rate specified in the collective bargaining agreement, whichever is applicable. (FOP Contract Article 35, section N) The officer shall submit an MCP 305, "Request for Reimbursement," signed by their immediate supervisor, to the Management and Budget Division on a monthly basis to obtain reimbursement. *Mileage will be based upon the actual distance from the district/unit to the duty-related business location(s). This does not include the normal mileage for commuting to and from their normal workstation.*
- C. The Chief of Police, or designee, may grant continuing authorization to officers to use a fleet vehicle to attend undergraduate or graduate programs in the metropolitan area; however, other types of authorization will be on a case by case basis at the discretion of the Chief of Police, or designee. Officers must submit a memorandum through the chain of

command to receive the Chief's, or designee's, approval. This approval shall be subject to the availability of vehicles for normal and special operations.

XII. Moving Vehicles to the Fleet

- A. *Vehicles are moved to the fleet by the Fleet Manager to meet the immediate and long-term needs of the fleet.*
- B. *Used vehicles will be moved to the fleet unless the Fleet Manager determines there is a need for a new vehicle to be placed in the fleet for a specific unit.*
- C. *The number of vehicles assigned to the fleet will be based upon the fleet formula. Vehicles will be assigned to the fleet based upon:*
 - 1. *Age and mileage as determined by the Fleet Manager.*
 - 2. *Specific needs of the unit requiring the vehicle (e.g., marked, unmarked, mileage by district, etc.).*
- D. *The Fleet Manager will notify the Equipment Management Division, DPWT, of changes in vehicle assignments.*
- E. *Identifying Vehicles to be Moved to Fleet*
The criteria to move a used vehicle to the fleet shall be:
 - 1. *Specific type and mileage limits of vehicle needed.*
 - 2. *Age and mileage.*
 - 3. *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 the order of seniority, as defined in the FOP Contract, Article 12, to volunteer their PPV to be moved into the fleet. (FOP Contract Article 35, section O.5)*
 - 4. *If a vehicle is not available from the affected unit, the Fleet Manager shall canvass other units that have the same type of vehicle that is needed for the fleet.*
 - 5. *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. (FOP Contract Article 35, section O.5)*

XIII. Time and Material Vehicles

- A. *Definition*
A time and material vehicle is a vehicle secured for use by the department through criminal seizures or conversion of abandoned vehicles from the Abandoned Vehicle Section.
- B. *These vehicles are supplemental to the county-owned fleet and are used when:*
 - 1. *There is not a sufficient complement of vehicles to meet immediate needs as a result of collisions or temporary assignments.*
 - 2. *Units have frequent travel requirements.*
 - 3. *The county has not provided a county-owned vehicle.*
- C. *The Management and Budget Division must approve any additional time and material vehicles to the fleet that increase the total number of vehicles in the fleet.*
- D. *After a county owned vehicle is obtained to meet a vehicle need, the time and material vehicle will be returned to the Fleet Manager.*
- E. *Depending upon availability, all district SAT units shall be assigned two time and material vehicles for backup in the event one of their county-owned vehicles is in for service, deadlined, or wrecked beyond repair.*
- F. *Requests for Time and Material Vehicles*
 - 1. *Time and material vehicles are available on an unscheduled basis. Once the vehicle is removed from the fleet, there is no guarantee or requirement that a substitute or replacement will be available.*
 - 2. *Bureaus will maintain and update a list, in priority order, of their need for time and material vehicles. This list and any changes or updates will be provided to the Director, Management and Budget Division on at least a semi-annual basis.*
 - 3. *The list shall include the unit, type of vehicle, and special needs or equipment to be installed in the vehicle (e.g., radios, gun racks, strobe lights, etc.).*
 - 4. *Time and material vehicles will be assigned by the Fleet Manager in accordance with the order of priority established by the bureaus. Where there is a need for the*

same type of vehicle, assignments will be made on a rotating basis among the bureaus with units having direct service delivery or investigative responsibilities receiving high priority.

5. *If there is an emergency need that is determined to supersede the distribution criteria, the change in order shall be made by the Chief.*
6. *Special vehicles (e.g., trucks) will be placed by the Fleet Manager in coordination with the priority list established by the assistant chiefs. If there is not agreement, the Chief shall make the final decision.*

G. Deadlining Vehicles

1. *The deadlining of a time and material vehicle is the responsibility of the Fleet Manager in coordination with the Equipment Management Division, DPWT.*
2. *Vehicles are deadlined based upon:*
 - a. *Mileage.*
 - b. *Anticipated cost of maintenance and repairs.*
3. *When a time and material vehicle is deadlined and a unit has a continuing need for a vehicle, it shall be placed on the priority list by the bureau.*

XIV. Maintenance

- A. *Unless otherwise indicated, this section applies to all PPVs, fleet vehicles, and time and material vehicles used by the department. Unit SOPs shall contain all elements of this section for fleet and time and material vehicles.*
- B. *All officers shall read and understand the owner's operating manual, which is supplied with each vehicle. Copies can be obtained from the Fleet Manager.*
- C. *Officers assigned PPVs are responsible for the maintenance and care of the vehicle and are not relieved of that responsibility when permitting another officer to operate the vehicle. (FOP Contract Article 35, section J.1)*
- D. *All district/unit commanders will designate a unit fleet coordinator who will be responsible for scheduling and ensuring all vehicles assigned to their unit are properly maintained and taken to the Division of Fleet Management, DPWT, for preventive maintenance and repair. The commander shall provide the Fleet*

Manager with the name of the individual who is designated as their unit fleet coordinator.

- E. *The Division of Fleet Management, DPWT, is responsible for placing departmental markings on police vehicles. Only markings or stickers authorized by the Chief of Police are permitted on fleet vehicles. The Fleet Manager, unit fleet coordinators, and/or the Division of Fleet Management, DPWT, will remove unauthorized markings/decals, etc.*
 - F. *Each marked vehicle shall have two license plates displayed at all times. Any loss/theft will be documented on an event report with a copy sent to the Fleet Manager within two days of the detected loss/theft of the tag.*
 - G. *No modification/additions (including the alteration/substitution of equipment) to the PPV/vehicle may be made without the written approval of the Chief of Police, or designee, with the concurrence of the Division of Fleet Management, DPWT, or other appropriate designee as determined by the department. (FOP Contract Article 35, section K.4)*
- XV. Preventive Maintenance**
- A. *The Fleet Manager will provide notification of preventive maintenance (PM) dates to PPV participants. (FOP Contract Article 35, section J.2) A PM schedule will be issued and updated in January and June of each year. The Fleet Manager will provide the schedule to each bureau and post the schedule on the department web board.*
 - B. *Every effort will be made to schedule PM on officers' normal work shifts.*
 - C. *With the exception of an emergency situation, officers shall contact the Division of Fleet Management, DPWT, at 301-279-1790, as soon as they determine they are not able to meet their scheduled PM date. This contact should be no later than 24 hours (or as soon as practicable) before the scheduled date. (FOP Contract Article 35, section J.2) Officers will notify their supervisor of the rescheduled PM date.*

D. Missed Preventive Maintenance

1. Officers missing a scheduled PM without providing advance notification shall take their PPV to the Division of Fleet Management, DPWT, for service as soon as possible but no later than two weeks after missing the PM. **(FOP Contract Article 35, section J.2.b)** Officers will notify their supervisor of the rescheduled PM date.
2. The Fleet Manager will notify the **respective assistant chief** and the officer's district/unit commander using the MCP 421, "Missed PM Notification." After the PM has been completed, the MCP 421 will be completed and returned to the Fleet Manager and **assistant chief** by the district/unit commander.

E. Maintenance Checks

1. Only manufacturer-approved fuel, oil, and other lubricants will be used in the vehicle.
2. Officers will check and maintain oil, coolant, power steering, transmission fluid levels, and tire pressure on a regular basis to ensure safe operation of the vehicle. If the "check oil" light is lit on the vehicle instrument cluster, the officer shall stop the vehicle and check the oil level. The officer shall add oil if necessary. If the "check oil" light remains lit, the officer shall have the vehicle towed by a county tow contractor to the Division of Fleet Management, DPWT.
3. **If a vehicle overheats, the operator shall stop the vehicle in a safe manner and call the Division of Fleet Management, DPWT, for instructions. If that is impractical, the operator shall have the vehicle towed to the Division of Fleet Management, DPWT.**
4. The Division of Fleet Management, DPWT, may remove, or have removed, any or all equipment, **decals, etc.**, that are not installed properly or otherwise not installed in accordance with section V in coordination with the **Fleet Manager who shall notify the officer's district/unit commander.**
5. Weapons, **cellular telephones, pagers,** and portable radios will not be left in the vehicle interior or trunk while being serviced. Officers will remove all other issued material and equipment such as helmets, nightsticks, etc., from the vehicle interior while it is left for service and secure the items in the vehicle trunk. The officer shall

check the condition of the equipment prior to and immediately following any service. Any missing or damaged items will be reported to the Fleet Manager by phone, and the officer will initiate the appropriate event report regarding the lost item(s). **(FOP Contract Article 35, section J.3)**

XVI. Inspections

- A. Officers are responsible for the cleanliness of the vehicle and for maintaining the vehicle and equipment in working order. Vehicles must be free of litter and personal items when returned to the Fleet Manager for reassignment, maintenance, etc. **(FOP Contract Article 35, section J.4)**
- B. The Fleet Manager may refuse to accept any vehicle for maintenance, repair, assignment, etc., that does not meet the requirements for turn-in. **If the Fleet Manager refuses a vehicle, the Fleet Manager shall inform the unit fleet coordinator who shall, in turn, report this to the officer's district/unit commander.**
- C. Shift and unit level vehicle inspections will be conducted once a month using the MCP 593, "Vehicle Inspection Report." The shift/unit supervisor will inspect PPVs and the district/unit commander and/or their designee will inspect fleet vehicles.
- D. Specialized equipment particular to certain vehicles is to be added to the MCP 593 using the blocks marked "other."
- E. MCP 593 forms completed for PPVs will be maintained by the **unit fleet coordinators.** Copies of the MCP 593 will be sent to the Fleet Manager.
- F. The Fleet Manager and district/unit commanders shall conduct an annual inspection of all vehicles. Inspections can be made more frequently at the discretion of the **Fleet Manager,** district/unit commander, **and the Staff Inspections Section.** District/unit commanders' inspection reports shall be sent to the Fleet Manager **within 10 days of the inspection.**

XVII. Repairs

- A. Only the Division of Fleet Management, DPWT, or its contractor shall make repairs to vehicles.**
- B. Vehicles that have been damaged due to a collision or vandalism shall be brought to the Division of Fleet Management, DPWT, within 48 hours of the occurrence for an estimate and scheduling for repairs Monday through Friday (except for holidays) between 0900 and 1200 hours. If, in the judgment of the vehicle operator, the damage to a vehicle renders the vehicle unsafe to drive, the officer will have the vehicle towed or will bring the vehicle to the Division of Fleet Management, DPWT, immediately. (FOP Contract Article 35, section J.5) The vehicle will be left at the Division of Fleet Management, DPWT, if the facility is closed. The officer (in the case of a fleet vehicle, the district/unit fleet coordinator) will provide the Fleet Manager with a copy of any collision report.**
- C. The Division of Fleet Management, DPWT, in coordination with the Fleet Manager, shall determine whether a vehicle meets minimum safety requirements.**
- D. The Division of Fleet Management, DPWT, will handle corrective maintenance for mechanical failure, body damage, etc., between preventive maintenance visits.**
- E. When leaving a vehicle at the Division of Fleet Management, DPWT, for preventive maintenance or repair, the officer shall complete a Vehicle Repair Request Form provided at the Division of Fleet Management, DPWT, service desk and retain the yellow copy for the officer's records.**
- F. Non-emergency repairs will be handled during off-duty hours with no overtime compensation. Supervisors can allow such repairs during on-duty hours if circumstances permit.**
- G. The Division of Fleet Management, DPWT, will handle emergency repairs that affect the safe operation of the vehicle on a priority basis.**
- H. All vehicles will be picked up within 24 hours of completion of service whenever practical.**

- I. If an officer determines that a repair has not been made or the vehicle is unsafe, the officer shall not take the vehicle from the Division of Fleet Management, DPWT. (FOP Contract Article 35, section J.6) In such a situation, the officer shall complete an MCP 420, "Vehicle Maintenance Complaint Form," which is available from the Division of Fleet Management, DPWT, and provide it to the Fleet Manager. If the Division of Fleet Management, DPWT, or the Fleet Manager determines that a vehicle does not meet minimum safety standards, the vehicle shall not be driven until it is repaired. (FOP Contract Article 35, section J.7)**
- J. Access to the Division of Fleet Management, DPWT, service area is off-limits to officers unless requested by the mechanic(s) servicing the vehicle. Officers requested to be in the service area must wear safety glasses at all times.**

XVIII. Miscellaneous

- A. Speedometer Certification**
 - 1. District/unit commanders will ensure that all vehicles assigned to their command used for speed enforcement have the vehicles' speedometers certified annually. Divisions not normally having access to a laser unit will coordinate calibration through a traffic supervisor.**
 - 2. Initial certification will be conducted as soon as possible after the vehicle is assigned. Recertification will be accomplished annually or when modifications have been made to the vehicle that would affect the accuracy of the speedometer (i.e., gear replacement, etc.).**
 - 3. Department-certified laser or radar operators will be authorized to conduct speedometer certification. Certification will be conducted on a roadway with a speed of at least 50 miles per hour. The road surface should be dry and as level as possible. Certification will be conducted at a time to minimize interference with other traffic.**
 - 4. Each district commander will designate a traffic officer for all testing in the district.**
 - 5. Vehicles will be certified at 35, 55, and 65 miles per hour with a minimum of two passes at each speed required.**