

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made between the City of Gaithersburg, Maryland (the "City") and the Montgomery County Sheriff's Office (the "Sheriff's Office").

WITNESSETH :

Whereas, Sanford W. Daily, City Manager of the City of Gaithersburg, Maryland and Mary Ann Viverette, Chief of Police of the City of Gaithersburg, together with Raymond M. Kight, Sheriff of Montgomery County, Maryland, are desirous of maintaining the highest degree of cooperation between the City of Gaithersburg Police Department and the Montgomery County Sheriff's Office in order to provide the maximum level of professional police services utilizing the law enforcement personnel from both agencies, all principals agree to the following "Memorandum of Understanding":

Article 1. City of Gaithersburg Police Department Responsibilities

1.1 The City of Gaithersburg Police Department has law enforcement jurisdiction within its geographic boundaries.

1.2 If a City Police officer arrests and detains an individual wanted by the Sheriff's Office, the arresting officer shall promptly cause the notification of the Sheriff's Office. The City Police officer will relinquish custody of the wanted individual to the Sheriff's Office upon the Sheriff's Office demand, providing the arresting officer has no need to detain the wanted individual.

1.3 City Police officers will serve District Court Criminal Bench Warrants in the City. Sheriff's Deputies will serve, in the City, all Circuit Court Bench Warrants, District Court Civil Warrants, and District Court Fugitive Warrants where the Sheriff's Office initiates the warrant.

1.4 City Police officers will provide assistance to Sheriff's Deputies in the City, on an as-available basis, when requested by the Sheriff's Office to preserve the peace and to protect public safety.

1.5 City Police officers may serve Court Orders in the City relating to Petitions Against Domestic Violence and Petitions for Emergency Evaluation when a Sheriff's Deputy is unavailable to serve such an Order and where prompt service of the Petition or Order is necessary.

1.6 The City Police Department may request the on-scene presence, in the City, of the Sheriff's Office Prisoner Transport Vehicle. If the request is approved, the Sheriff's Office will provide the vehicle and a driver. The manner in which prisoners are transported in the vehicle will be in accordance with established standards, policies, procedures, customs, and protocols of the Sheriff's Office.

1.7 The City Police Department may request the assistance of the Sheriff's canine unit if the County Department of Police canine unit(s) is not available. If the Sheriff's Office canine unit responds, City Police officers will adhere to the directions of the Sheriff's Office canine handler during the time that the canine is in operation.

1.8 The Chief of Police for the City, or the Chief's representative, shall file with the Sheriff's Office any complaints relative to this Memorandum, for any misconduct by County Deputy Sheriffs.

1.9 The City Police, upon receiving written complaints against its officers for failing to comply with this Memorandum, shall take appropriate action to assure compliance.

Article 2. Montgomery County Sheriff's Office Responsibilities

2.1 The Sheriff's Office shall provide services within the City to the same extent and degree as services are performed and furnished in other areas within Montgomery County.

2.2 If available and in close proximity, the Sheriff's Office will respond to "Code 3" calls within the City as a back-up unit. If the Sheriff's unit is the first unit on the scene, command will be relinquished to the City Police upon their arrival. City Police officers will complete and submit any necessary reports.

2.3 If a Sheriff's Deputy arrests and detains an individual wanted by the City Police Department, the Sheriff's Deputy shall promptly cause the notification of the City Police. The Sheriff's Office will relinquish custody of the wanted individual to the City upon the City Police Department's demand, providing the Sheriff's Office has no need to detain the wanted individual.

2.4 In exercising Sheriff's Office duties and responsibilities within the City, a Sheriff's Deputy may request back-up assistance from the City Police Department to preserve the peace and to protect public safety.

2.5 The Sheriff's Office shall file with the City Police Department any complaints of police misconduct and/or failure of City Police officers to meet the standards of this Memorandum.

2.6 The Sheriff's Office, upon receiving written complaints against its Deputies for failing to comply with this Memorandum, shall take appropriate action to assure compliance.

Article 3. Review of Understanding

3.1 Representatives from the City Police Department and the Sheriff's Office will meet periodically to review this Memorandum and will make such modification as may be deemed necessary.

Article 4. Termination

4.1 This Memorandum of Understanding may be terminated within sixty (60) days by either party upon written notice from one party to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this 5th day of JULY, 1994.

MONTGOMERY COUNTY
SHERIFF'S OFFICE

By: Raymond M. Kight

Raymond M. Kight,
Sheriff
Montgomery County, Maryland

CITY OF GAITHERSBURG,
MARYLAND

By: Sanford W. Daily

Sanford W. Daily,
City Manager
City of Gaithersburg, MD

By: Mary Ann Viverette

Mary Ann Viverette,
Chief of Police
City of Gaithersburg, MD

Approved as to Form and Legality

By: Bruce P. [Signature] 5/31/94

Assistant County Attorney

RESOLUTION NO. R-53-94

RESOLUTION OF THE MAYOR AND CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MONTGOMERY COUNTY SHERIFF'S OFFICE
AND THE CITY OF GAITHERSBURG

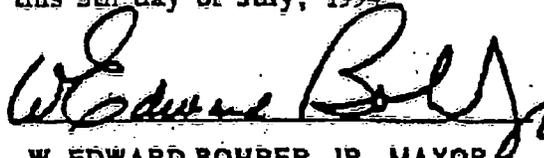
WHEREAS, the City of Gaithersburg and the Montgomery County Sheriff's Office are desirous of maintaining a high level and close cooperation between their Police Departments in order to provide the maximum level of professional police services; and

WHEREAS, law enforcement personnel from both agencies shall agree to the responsibilities as outlined in the Memorandum of Understanding; and

WHEREAS, representatives from the City Police Department and the Sheriff's Office will meet periodically to review said Memorandum of Understanding and will make such modification as may be deemed necessary;

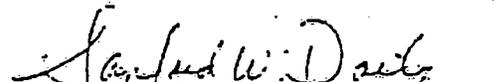
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City Manager be and he hereby is authorized to execute on behalf of the City of Gaithersburg, a Memorandum of Understanding with the Montgomery County Sheriff's Office and the City of Gaithersburg, in accordance with the conditions set forth in said Memorandum of Understanding.

ADOPTED by the City Council this 5th day of July, 1994.



W. EDWARD BOHRER, JR., MAYOR
AND PRESIDENT OF THE COUNCIL

THIS IS TO CERTIFY that the foregoing
Resolution was adopted by the City Council
in public meeting assembled on the 5th
day of July, 1994.


Sanford W. Daily, City Manager

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made between the Montgomery County Sheriff's Office ("Sheriff's Office") and the Montgomery County Department of Police ("Police Department")

WITNESSETH:

WHEREAS, Raymond M. Kight, Sheriff of Montgomery County, Maryland, and Carol A. Mehrling, Chief of Police of Montgomery County, Maryland, are committed to the highest degree of professional law enforcement services provided for the citizens of Montgomery County, all principals agree to the following "Memorandum of Understanding".

It is the desire of the Montgomery County Sheriff's Office and the Montgomery County Department of Police to enhance, foster, and continue the excellent working relationship existing between the two respective agencies. Therefore, it is recognized that it is in the best interest of the citizens of Montgomery County that all training and radio communications be coordinated, thereby providing the most effective and efficient use of county resources.

I ENTRY LEVEL TRAINING

Entry level training of Sheriff's Office recruits will continue to be provided by the Police Department. It is anticipated with the limited number of recruits hired by the Sheriff's Office, the potential number of trainee positions required will not present an unreasonable burden on the Montgomery County Department of Police Training Academy, hereinafter ("Academy"). If this situation does present a burden, it will be resolved between the agencies.

The Sheriff's Office will provide instructor support to the Academy. This will be accomplished by assigning the Sheriff's Office Training Coordinator to the Academy on a full time basis.

II IN-SERVICE TRAINING

The Police Department agrees to include Sheriff's Deputies in scheduled In-Service Training each year as required, as well as assist in recording and submitting all In-Service Training records for Sheriff's Deputies to the Maryland Police Training Commission.

The Sheriff's Office and Police Department agree to cooperate and assist in the development and implementation of training programs to address both the unique and shared training needs of each agency.

The Sheriff's Office will provide instructor support to the Academy. This will be accomplished by assigning the Sheriff's Office Training Coordinator to the Academy. In addition, the Sheriff's Office will provide instructor support to augment the Police Department's In-Service and Firearms Training on an as-needed basis.

III
RECRUITMENT DURING ENTRY LEVEL TRAINING

It is agreed that neither agency will "initiate" an attempt to recruit a member of an entry level training session. All inquiries regarding transferring to another agency will be referred to the Montgomery County Office of Human Resources.

IV
COMMUNICATIONS

Pursuant to a previous mutual agreement, The Montgomery County Department of Police, Communications Division, Emergency Communications Center, hereinafter (E.C.C.), agrees to assume full dispatching responsibility for the Montgomery County Sheriff's Office, to include, but not limited to, relaying messages and dispatching assignments from Sheriffs' supervisors.

The Sheriff's Office agrees to maintain procedures for radio communications which will specify the circumstances requiring radio communications. Furthermore, the Sheriff's Office agrees to comply with any and all radio procedures promulgated by E.C.C.

The Sheriff's Office agrees to enter their own lineups and take their own units out of the Computer Aided Dispatch (C.A.D.) System at the end of each shift.

V
DISPATCH/PROCEDURAL DIFFICULTIES

Both agencies agree to maintain regular contact and discussions regarding the resolution of any conflicts that may arise. Both agencies agree to exchange, in a timely manner, any written directives, training bulletins, and/or changes in procedures that may affect the communications function.

VI
COMMUNICATIONS TASK FORCE

Both agencies agree to fully participate in any Montgomery County Telecommunications Task Force when necessary.

VII
EQUIPMENT

It will be the responsibility of each agency, in coordination with the Department of Information Systems and Telecommunications (DIST), to provide their members with all necessary radio equipment, and the maintenance of such equipment.

Further, it will be the responsibility of each agency to provide their members with all necessary equipment and ammunition to accomplish training objectives.

VIII
REVIEW OF MEMORANDUM OF UNDERSTANDING

Representatives of the two agencies will meet periodically to review this Memorandum of Understanding and make such modification as may be deemed necessary.

IX
TERMINATION

This Memorandum of Understanding may be terminated by either agency upon written notice from one agency to the other. However, termination may not occur during an entry level training session.

IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding on the 21st day of April, 1995.

MONTGOMERY COUNTY
SHERIFF'S OFFICE

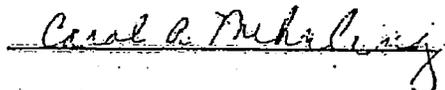
By:



Raymond M. Kight
Sheriff

MONTGOMERY COUNTY
DEPARTMENT OF POLICE

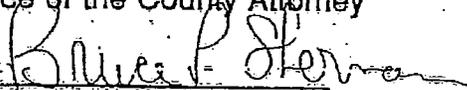
By:



Carol A. Mehrling
Chief of Police

Approved as to Form and Legality
Office of the County Attorney

By:



Date

April 7, 1995

POLICY OF COOPERATION

WHEREAS, law enforcement agencies in the State of Maryland are committed to prevention of crimes, arrest and prosecution of offenders, including those offenders found within the ranks of law enforcement agencies;

AND WHEREAS, communication between law enforcement agencies is critical to the effective enforcement of State and federal law and of departmental policies,

IT IS HEREBY AGREED by the undersigned Chief law enforcement officers of the enumerated law enforcement agencies that the following inter-agency reporting procedures be followed, effective July 27, 1998:

1. If a law enforcement officer of any of the below listed agencies responds to the scene of any domestic dispute or allegation of crime ("investigating officer") for which the aggressor or suspect is a law enforcement officer of any of the below listed agencies, regardless of whether an arrest is made or a report is written, the investigating officer shall report this activity to his/her supervisor, who shall in turn notify the designee (listed in appendix 1) of the aggressor's or suspect's agency. The investigating officer shall report this activity to the investigating officer's supervisor. The reporting supervisor shall report the information to the suspect's or aggressor's agency within four (4) hours of the activity.
2. If a law enforcement officer of any of the below listed agencies is requested to serve a Temporary Ex Parte Order or a Protective Order ("serving officer") on a respondent who is a law enforcement officer of any of the below listed agencies, the serving officer shall report this activity to his/her supervisor, who shall in turn notify the designee (listed in appendix 1) of the respondent's agency. The investigating officer shall report this activity to the investigating officer's supervisor. The reporting supervisor shall report the information to the respondent's agency within four (4) hours of the activity.
3. If a law enforcement officer of any of the below listed agencies is called to enforce the terms of a Temporary Ex Parte Order or a Protective Order ("investigating officer), the investigating officer shall report this activity to his/her supervisor, who will in turn notify the designee (listed in appendix 1) of the respondent's agency. The investigating officer shall report this activity to the investigating officer's supervisor at or before the end of the shift during which the activity took place. The reporting supervisor shall report the information to the respondent's agency within four (4) hours of the activity.

4. In order to communicate this policy to each member of the agency, the cooperating agencies will address this policy in writing through General Orders, Standard Operating Procedures or Rules and Regulations.
5. There shall be no liability for any agency participating in the Policy of Cooperation if the agency violates any of the Policy's terms. This Policy of Cooperation is for the exclusive benefit of the parties hereto and shall not be deemed to create or expand any right, or be for the benefit of any third party.

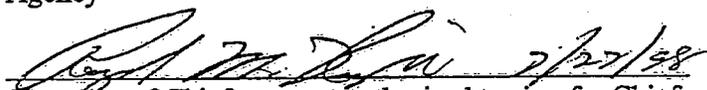
This Policy of Cooperation shall remain in effect until and unless canceled by all parties to the Policy. If a single agency indicates by writing that it no longer wishes to be included in the agreement, that agency and only that agency shall have no further obligations to report police misconduct to the other agencies. The other agencies shall continue to report police misconduct to the agency who withdraws from the Policy of Cooperation.

The Maryland Chiefs of Police Association, Legal Advisor's Committee shall keep all original signatures on file from each agency participating in the Policy of Cooperation.

My agency would like to participate in the Policy of Cooperation as stated above:

Montgomery County Sheriff's Office

Agency


Signature of Chief or agent authorized to sign for Chief

Raymond M. Kight

Print name

Major Bruce P. Sherman

Designee (contact person, or department)

301-217-7008

Phone number

Captain Darren Borkin

Alternate designee (contact person or department)

301-217-8860

Phone number

POLICY OF COOPERATION

Aberdeen Police Department

Chief Michael C. Zotos

Contact Person: Kenneth D. Cox (410) 272-2121

Annapolis Police Department

Chief Joseph S. Johnson

Contact Person: Lt. Gregory Imhof (410) 263-7988
(410) 268-9000

Baltimore City Police Department

Commissioner Thomas C. Frazier

Contact Person: Communications Division (410) 396-2284
Internal Investigaiton Division (410) 396-2300

Baltimore County Police Department

Chief Terrence B. Sheridan

Contact Person: Capt. Robin Dewberry, (410) 887-2198
Internal Affairs Section
Lt. Michael Parks (410) 887-2198
Internal Affairs Section

Baltimore County Sheriff's Office

Sheriff Norman M. Pepersack, Jr.

Contact Person: Lt. Michael Porter (410) 887-2032
D/S Patricia Hobson (410) 887-3356

Bel Air Police Department

Chief Leo F. Matrangola

Contact Person: Deputy Chief John W. Harkins (410) 638-4506
Lt. Norman E. Ross (410) 638-4515

Berlin Police Department

Chief Prentice M. Lyons

Contact Person: Lt. Wayne Ross (410) 641-1333
Lt. Arnold Downing (410) 641-1333

Bowie State University Police

Chief Benjamin S. Biscoe

Contact Person: Chief Benjamin S. Biscoe (301) 464-7165

Lt. Faye S. Carlton (301) 464-7791

Brunswick Police Department

Chief Philip A. O'Donnell

Contact Person: Chief Philip A. O'Donnell

Captain Stephen W. Ebberts

Cambridge Police Department

Chief Russell E. Wroten

Contact Person: Major Michael J. Maloney (410) 228-4118

Lt. Steven H. McCollister (410) 228-3333

Capital Heights Police Department

Colonel William Harrison

Contact Person: Colonel William Harrison (301) 420-2444

Sgt. Dwayne A. Frost, Sr. (301) 420-2444

Carroll County Sheriff's Office

Sheriff John H. Brown

Contact Person: Sheriff John H. Brown (410) 386-2900

Colonel Charles F. Fowler (410) 386-2601

Chen, Walsh, Tecler & McCabe, L.L.P.

200A Monroe Street, Suite 300

Rockville, MD 20850

Contact Person: John B. Walsh, Jr. (410) 279-9500

District Heights Police Department

Chief Fred Keeney

Contact Person: Chief Fred Keeney (301) 336-1400

Corporal R. Acuavera (301) 336-1400

Frederick County Sheriff's Office

Sheriff James W. Hagy

Contact Person: Major Frank Tully (301) 694-1528

Captain Fred Anderson (301) 694-1729

Frederick Police Department

Captain Harold L. Domer, Jr.

Contact Person: Maj. Regis R. Raffensberger (301) 694-2106

Captain Harold L. Domer, Jr. (301) 694-2106

Fruitland Police Department

Chief Paul Jackson

Contact Person: Chief Paul Jackson (410) 548-2804

Lt. George Truitt (410) 548-2804

Garrett County Sheriffs Office

Sheriff Paul R. Sanders, Jr.

Contact Person: Sheriff Paul R. Sanders, Jr. (301) 334-1911

Chief Deputy Gary Berkebile (301) 334-1911

Hamstead Police Department

Chief R. Kenneth Meekins

Contact Person: Chief R. Kenneth Meekins (410) 239-8954

Sgt. Russ Home (410) 239-8954

Housing Authority Police Force

Housing Authority of Baltimore City

Chief Hezekiah Bunch

Contact Person: Shift Commander (410) 244-1115

Major Donna Hawkins (410) 244-1115

Howard County Sheriff's Office

Chief Michael A. Chiuchiolo

Contact Person: Maj. Chuck Cave (410) 313-4179

Chief Deputy

Lt. Glen Hyson (410) 313-4166

Operations Commander

Hurlock Police Department

Chief William L. Lamphere

Contact Person: Admin. Asst. David Smith (410) 943-4020

Laurel Police Department

Chief Roy P. Gilmore

Contact Person: Deputy Chief of Police (301) 498-0092

On Duty or Standby Commander (301) 498-0092

Manchester Police Department

Chief Timothy G. Timmons

Contact Person: Chief Timothy G. Timmons (410) 239-6900

Sgt. Joseph Lettau (410) 239-6900

Maryland Department of General Services Police (410) 767-4793
Chief Donald L. Biedenback
Contact Person: Chief Donald L. Biedenback (410) 767-6744
Lt. Reggie James (410) 767-4793

Maryland State Police
Chief David B. Mitchell
Contact Person: Captain Stephen T. Moyer (410) 653-4262
Det/Sgt. Vincent L. Maas (410) 653-4262

Montgomery County Fire/Explosive Investigations
DTC Brian S. Geraci
Contact Person: District Chief Brian S. Geraci (301) 421-5425
Captain Sam Hsu (301) 421-5425

Ocean City Police Department
Chief David C. Massey
Contact Person: Lt. Richard Currence (410) 723-6629
Lt. Gregory Guiton (410) 723-6622

Pocomoke City Police
Chief J. D. Ervin
Contact Person: Lt. Marion Brumley (410) 957-1600
Sgt. Michael Switalski (410) 957-1600

Preston Police Department
Chief Holland M. Fisher
Contact Person: Chief Holland M. Fisher (410) 673-7929
PFC Tom Coughenour (410) 673-7929

Office of the Sheriff, Prince George's County
Colonel Alonzo D. Black
Contact Person: Alonzo D. Black (301) 952-5110
Mrs. Bonnie L. Windsor (301) 952-5110

Department of Public Safety and Correctional Services
George Brosan, Deputy Secretary (410) 339-5000
Richard A. Lanham, Sr., Commissioner
Stuart Nathan, Principal Counsel
Stuart O. Simms, Secretary

Department of Rehabilitation Services
Chief Francis K. Melcavage
Contact Person: Officer Bryan Mettee (410) 554-9320
Officer Josiah Hall (410) 554-9320

Rockville City Police

Chief T. N. Treschuk

Contact Person: Chief T.-N. Treschuk... .. (301) 309-3104
M. England (301) 309-3104

St. Mary's College of Maryland

Director Harold A. Tafe

Contact Person: Department of Safety (301) 862-0911
Asst. Dir. Edward E. Adams (301) 862-0911

Salisbury Police Department

Colonel Edward L. Guthrie

Contact Person: Lt. Mark Tyler (410) 548-3113
On Duty Squad Commander (410) 548-3165

Office of the State Fire Marshal

Chief Rocco J. Gabriele

Contact Person: Chief Deputy Robert Shimer (410) 339-4200 (Office)
(410) 832-0654 (Pager)
Exec. Asst. James Terracciano (410) 339-4200 (Office)
(410) 806-3420 (Pager)

Taneytown Police Department

Chief Melvin E. Diggs

Contact Person: Chief Melvin E. Diggs (410) 751-1150
Lt. Gregory Woelfed (410) 751-1150

Thurmont Police Department

Chief Neil F. Bechtol

Contact Person: Lt. Terry N. Frushour (301) 271-7313
Sgt. James L. Fuss (301) 271-7313

Towson University Police

Deputy Chief - Operations Joseph Herbert

Contact Person: Deputy Chief - Operations (410) 830-2505
Lt. Darlen Bowyer (410) 830-2505

Washington County Sheriff's Office

Chief Charles F. Mades

Contact Person: Sheriff Charles F. Mades (301) 791-3300 ext. 207
Captain Carroll E. Keller (310) 791-3300 ext. 208

Washington Suburban Sanitary Commission

Office of Security & Safety Services
Chief David Faison, Jr.

Contact Person: Alexander H. Zion
Edward A. Schauf

(301) 206-8282

(301) 206-8282

Westminster Police Department
Chief Sam R. Leppo

Contact Person: Lt. Randy Barnes
Lt. Dean Brewer

(410) 848-4646

(410) 848-4646

Wicomico County Sheriff's Office
Sheriff R. Hunter Nelms

Contact Person: Sheriff R. Hunter Nelms
Lt. Gary Baker

(410) 548-4891

(410) 548-4891

**Memorandum of Understanding
Between the
Montgomery County Department of Police, the
Montgomery County Division of Fire and Rescue Services and the
Montgomery County Sheriff's Office
Regarding Explosive Detector Canine Assistance**

In order to provide explosive detector canine availability on a 24-hour basis within Montgomery County, the following Memorandum of Understanding has been developed between the Montgomery County Department of Police, the Montgomery County Division of Fire and Rescue Services, and the Montgomery County Sheriff's Office. This agreement will establish a policy to ensure explosive detector canine coverage for the parties to this agreement.

During the hours 0800 to 1600, Monday through Friday, the Montgomery County Sheriff's Office will be designated as the primary explosive detector canine unit for response to bomb threats or explosive device incidents occurring in Montgomery County. The Montgomery County Department of Police will have secondary response designation during these hours.

During the hours 1600 to 0800, Monday through Friday, and 24 hours on Saturday and Sunday, the Montgomery County Department of Police will have primary responsibility for providing explosive detector canine response to incidents. The Montgomery County Sheriff's Office will be designated as the secondary response unit during these hours.

Requests for explosive detector canines by any parties to this agreement will be honored, regardless of whether the request occurs outside the parties designated hours, if the primary and response teams are unavailable. This will provide the parties the ability to obtain explosive detector canine assistance during periods that their teams may be on leave, in training, or otherwise unavailable.

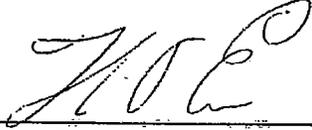
Requests for explosive detector canine assistance will be accomplished through the Montgomery County Department of Police Communications Division. Communications Division personnel will then notify the appropriate explosive detector canine team to respond to the incident. The Communications Division will be provided with telephone numbers for each explosive detector canine officer's office, home, and if applicable, pager.

The parties to this agreement will abide by the Montgomery County Fire/Explosive Investigations Bomb Squad (hereafter referred to as "Bomb Squad") Standard Operational Procedures 97-08, a copy of which is attached to this agreement and incorporated by reference, in responding to incidents involving suspected or real explosive devices.

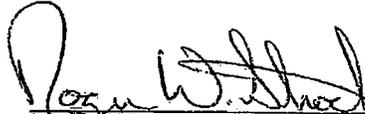
While on the scene of a suspected explosive device, the Montgomery County Division of Fire and Rescue Services will provide any explosive detector canine team with a bomb search suit. This is required in the Bomb Squad Standard Operational Procedure.

Each party to this agreement waives any and all claims against the other parties which may arise out of activities under this agreement.

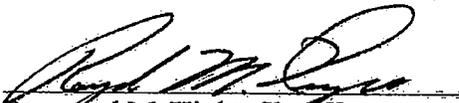
This agreement is entered into on 6/3/99 by the parties indicated below. The terms and conditions of the agreement shall be amended only in writing executed by all parties. This agreement may be terminated on 30 days written notice of any party.



Thomas D. Evans, Acting Chief
Montgomery County Department of Police

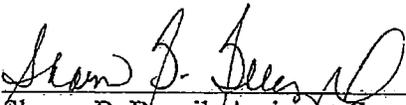


Roger W. Strock, Chief
Montgomery County, Division of
Fire and Rescue Services



Raymond M. Kight, Sheriff
Montgomery County Sheriff's Office

Approved as to form and legality:



Sharon B. Benzil, Assistant County Attorney
Office of the County Attorney
Montgomery County, Maryland

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MONTGOMERY COUNTY SHERIFF'S OFFICE
AND THE
MONTGOMERY COUNTY DEPARTMENT OF POLICE
REGARDING THE SHERIFF'S SPECIAL RESPONSE TEAM**

**File with:
Administrative
Directive 1.09**

This Memorandum of Understanding (MOU) is entered into on this 19th day of November, 1999 between the Montgomery County Sheriff's Office (Sheriff's Office) and the Montgomery County Department of Police (Police Department).

1. The purpose of this MOU is to establish a procedure by which the Police Department can request the Sheriff's Office Special Response Team (SRT) to provide law enforcement assistance to supplement or assist the Police Department's Emergency Response Team (ERT).
2. The SRT is composed of deputy sheriffs who have successfully completed the Police Department's Basic Swat School and currently train with the Police Department's Tactical Section. The SRT is utilized by the Sheriff's Office to conduct forcible entries and respond to other high-risk situations.
3. The SRT will, subject to availability, supplement or assist the ERT whenever the Police Department deems it appropriate or necessary.
4. The SRT will, subject to availability, supplement or assist other law enforcement agencies within Montgomery County, whenever the Police Department deems it appropriate or necessary.
5. The SRT will maintain an alphanumeric paging service compatible with the ERT system.
6. Upon receipt of an ERT call-out page, the SRT commander will notify the ERT command of SRT member availability and will place SRT members on stand-by. If the ERT command wants to activate the SRT, a second page will be sent by the ERT command directing SRT to respond.
7. The Sheriff's Office is responsible for:
 - a. Providing all necessary equipment for the SRT.
 - b. Providing all necessary vehicles for the SRT.
 - c. Payment of all Sheriff's Office salaries.
 - d. Providing the Police Department with copies of all SRT directives and standard operating procedures.
8. When the SRT responds to an ERT call-out, the Police Department will maintain incident command authority.
9. This MOU may be terminated by either party by sending written notice to the Police Chief or Sheriff.

DEPARTMENT OF POLICE

SHERIFF'S OFFICE

BY: Charles A. Moose
Charles A. Moose, Ph.D.
Chief of Police

BY: Raymond M. Kight
Raymond M. Kight
Sheriff

Memorandum of Understanding
Between the
Montgomery County Sheriff's Office
and the
Montgomery County Department of Police Regarding Utilization of Sheriff's
Office District Court Holding Facilities

This Memorandum of Understanding (MOU) is entered into on this 22nd day of March, 2001, between the Montgomery County Sheriff's Office (Sheriff Office) and the Montgomery County Department of Police (Police Department).

1. The purpose of this MOU is to establish a procedure for Police Department use of the Sheriff's Office District Court holding facilities in Silver Spring and Rockville, MD, to temporarily detain individuals taken into Police custody as a result of District Court warrants or by other means.
2. The Sheriff's Office holding facilities will be available for Police Department use only when Sheriff's Office deputies staff the holding facilities during Sheriff's Office business hours.
3. Police Department prisoners will only be permitted in Sheriff's Office holding facilities when space is available and does not interfere with the normal operation of the facility.
4. Police Department juvenile prisoners, unless charged as an adult, will not be admitted into Sheriff's Office holding facilities under any circumstances.
5. Police Department prisoners suffering from any condition needing current medical attention will not be admitted into Sheriff's Office holding facilities under any circumstances.
6. Sheriff's Office personnel will only hold Police Department prisoners temporarily while awaiting transport to the Central Processing Unit (CPU).
7. The Police Department is responsible for all Police prisoners placed in Sheriff's Office holding facilities including:
 - a. Securing weapons in the gun drop boxes provided, prior to picking up or admitting a prisoner.
 - b. Confirming the validity of all warrants used to take an individual into custody and providing copies of the warrant to the holding facility jailer when the Police prisoner is admitted.
 - c. Notifying the holding facility by telephone or radio that a subject has been taken into custody before proceeding to the lock up.
 - d. Searching and handcuffing all prisoners prior to entrance into the holding facility.
 - e. Removal and inventory of all Police prisoner's personal property.
 - f. Completing all arrest and detention paper work.
 - g. Providing emergency medical attention while held in Sheriff's Office holding facilities.
 - h. Promptly calling the Emergency Communications Center (ECC) to dispatch a Police Officer to transport the prisoner to CPU.

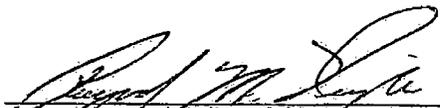
Memorandum of Understanding - Inmate Clothing

Montgomery County Sheriff's Office and the Montgomery County Department of Correction and Rehabilitation

This Memorandum of Understanding (MOU) concerning inmate clothing is entered into on this 1st day of October, 2001, between the Montgomery County Sheriff's Office (Sheriff's Office) and the Montgomery County Department of Correction and Rehabilitation (MC DOCR).

- 1) The purpose of this memorandum is to establish the clothing to be worn by MC DOCR inmates during transport by the Sheriff's Office. The intent of the agreement is to provide for safe transportation and timely and efficient exchange of inmates destined for court or other locations.
- 2) All MC DOCR inmates that are to be transported by the Sheriff's Office, to any location, must be dressed in their jail issued clothing, except,
 - a) Inmates going to a Circuit Court hearing may be dressed in their street clothes provided the inmate has changed prior to the arrival of Sheriff's Office staff at the MC DOCR facility for transport.
- 3) MC DOCR inmates will be permitted to wear MC DOCR issued coats between October 1st and April 30th. The inmate will be provided a coat by MC DOCR staff prior to the arrival of Sheriff's Office staff for transport.
- 4) Emergency exceptions to this MOU policy may be jointly approved by the MC DOCR warden and Chief Deputy Sheriff or their designees.

MONTGOMERY COUNTY
SHERIFF'S OFFICE


by Raymond M. Kight, Sheriff

MONTGOMERY COUNTY
DEPARTMENT OF CORRECTION
AND REHABILITATION


by Arthur Wallenstein, Director

**Memorandum of Understanding between the
Montgomery County Sheriff's Office and the
State of Maryland, Department of Juvenile Justice, Transportation Unit**

This Memorandum of Understanding (MOU) concerning the transition of Juvenile Court from the District Court of Maryland to the Circuit Court for Montgomery County, Maryland is entered into on this 18 day of April 2002, between the Montgomery County Sheriff's Office (Sheriff's Office) and the State of Maryland, Department of Juvenile Justice, Transportation Unit (DJJ Transport Unit).

1. Effective on March 1, 2002, the Juvenile Court in Montgomery County, Maryland has been transferred by operation of law from the District Court of Maryland to the Circuit Court for Montgomery County, Maryland. The purpose of this MOU is to establish procedures for the transportation and custody of juveniles moving between Juvenile Court and state facilities on and after March 4, 2002; and the operation of a new Juvenile Court holding facility in the District Court building to be operated by the Sheriff's Office after completion of construction in 2002.

2. Prior to March 1, 2002, the DJJ Transport Unit transports juvenile offenders between State facilities located throughout the State of Maryland and the Juvenile Court, District Court of Maryland, Rockville, Maryland, maintains the current juvenile holding facility in the District Court building and escorts the juveniles from the holding facility to the appropriate courtroom.

3. On and after March 4, 2002, the Sheriff's Office will escort juvenile offenders from the holding facility to the Juvenile courtrooms and maintain security in the courtroom. On and after March 4, 2002, the DJJ Transport Unit will continue to transport juveniles between State facilities throughout the State of Maryland and the Juvenile Court, Circuit Court for Montgomery County, Maryland and operate the current juvenile holding facility until the new holding facility is completed (estimated to be during the summer of 2002).

4. Upon completion of the new juvenile holding facility, the Sheriff's Office will operate the holding facility and escort the juveniles between the holding facility and the courtrooms. The DJJ Transport Unit will continue to transport the juveniles between State facilities throughout the State of Maryland and the Juvenile Court, Circuit Court for Montgomery County, Maryland on a daily basis.

5. Once the DJJ Transport Unit drops off the juvenile offenders at the holding facility, the DJJ officers will not be required to remain. DJJ Transport Unit will return in the late afternoon to pick up juveniles after they have completed their court hearings and transport them to the appropriate State facility.

6. The Sheriff's Office, if requested by the Juvenile Court, will notify the DJJ operations office of any additional juveniles needed for court that were not transported on a scheduled daily run.

7. The DJJ Transport Unit must bring, legal documentation, lunches and any required medicine (with appropriate dispensing instructions) for each juvenile in custody transported to the Juvenile Court holding facility.

8. If a juvenile needs immediate medical attention while in the custody of the Sheriff's Office, the juvenile will be transported to the nearest available medical facility for treatment and the DJJ will be promptly notified. A representative of DJJ or the appropriate state facility will promptly respond to the medical facility to take custody of the juvenile. The Sheriff's Office will remain at the medical facility and maintain custody of the juvenile until the arrival of a representative from the appropriate juvenile institution. In no event will the Sheriff's Office maintain custody of a juvenile at a medical facility for more than 12 hours. All costs related to medical treatment of a juvenile must be billed to and paid for by the State of Maryland.

9. In the event that a juvenile is delayed in the Juvenile Court past 6:00 pm due to court proceedings, the DJJ Transport Unit will not be required to transport the juvenile. The Sheriff's Office will transport the juvenile to the appropriate State facility.

10. The parties to this agreement will meet at least once a year to discuss any issues arising under this agreement.

11. The parties will maintain and exchange an up to date list of names, addresses and phone numbers designating appropriate representatives to be contacted for daily, routine, emergency and official notification and communication concerning this agreement.

State of Maryland
Dept. of Juvenile Justice

by

Montgomery County Sheriff's Office

by Raymond M. Kight, Sheriff

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MONTGOMERY COUNTY SHERIFF'S OFFICE
AND THE
MONTGOMERY COUNTY DEPARTMENT OF POLICE**

**CONCERNING THE SERVICE OF ARREST WARRANTS RELATED TO
INTERIM PROTECTIVE AND INTERIM PEACE ORDERS**

This Memorandum of Understanding (MOU) concerning the service of arrest warrants related to Interim Protective and Interim Peace Orders is entered into on this 29th day of December, 2002, between the Montgomery County Sheriff's Office (Sheriff's Office) and the Montgomery County Department of Police (Police Department).

1. The purpose of this MOU is to increase law enforcement efficiency and enhance officer safety by consolidating the service of arrest warrants with related Interim Protective and Interim Peace Orders.
2. Pursuant to Md. Code, Courts Article, Section 2-605(b), the District Court Administrative Judge has designated the Police Department as the primary agency responsible for the service of District Court criminal process in Montgomery County, Maryland.
3. Pursuant to Md. Code, Courts Article, Section 2-605(a), the District Court Administrative Judge has designated the Sheriff's Office as the primary agency responsibility for the service of District Court Interim Protective and Interim Peace Orders in Montgomery County, Maryland.
4. When a criminal warrant is related to and issued at the same time as an Interim Protective or Interim Peace Order, the Sheriff's Office will be responsible for attempting service of both the warrant and the Interim Order on the defendant/respondent. This will minimize duplication of effort by the respective agencies and avoid difficulty in service of a warrant due to a temporary change of residence by the defendant/respondent.
5. The Sheriff's Office is responsible for tracking and entering these warrants in the Warrant Index System (WARS) and MILES/NCIC Systems, maintaining these warrants and responding to hit confirmation requests.
6. The Police Department retains responsibility for serving and processing arrest warrants issued subsequent to the issuance of an Interim Protective or Interim Peace Order. The Police Department also retains primary investigative responsibility for all reports of domestic violence, regardless of who serves the warrant/protective order.
7. The Sheriff's Office will promptly forward to the Police Department Domestic Violence Unit copies of the following items when an Interim Protective or Interim Peace Order and associated arrest warrant is issued and processed by the Sheriff's Office:
 - a. Interim Protective or Interim Peace Order;

**Memorandum of Understanding
Sheriff's Office and Police Department
Warrants Related to Interim Orders
December, 2002
Page 2 of 2**

- b. Arrest warrant;
- c. Any photographs taken; and,
- d. Any other relevant material.

8. In the event a Montgomery County Police Officer serves an Interim Protective or Interim Peace Order, the officer will promptly notify the Sheriff's Office Domestic Violence Unit by telephone identify the person served, case identification, time, date of service, and name of the officer serving the order.

9. The parties will meet periodically to review the effectiveness of this MOU or to resolve any implementation issues.

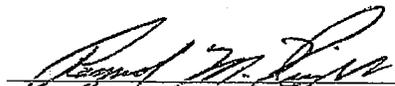
10. Either party may terminate this MOU by sending 30 days written notice to the Chief of Police or Sheriff.

Montgomery County
Department Of Police



By: Charles A. Moose, Ph.D.
Chief of Police

Montgomery County Sheriff's Office



By: Raymond M. Kight
Sheriff

United States Marshals Service
Regional Fugitive Task Force - Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Montgomery County Sheriff's Office

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES:

Pending the availability of Asset Forfeiture funding, the USMS may acquire vehicles to be utilized by state and local investigators assigned to the RFTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF, any vehicle provided to TFOs from the agency must be returned to the USMS. Operators of USMS provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS provided vehicle in the future. Vehicles provided to state and local investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT:

Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state and local investigators assigned to the RFTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency.

Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state and local investigators for exclusive use in support of the RFTF. If the investigator or agency is no longer a participating member of the RFTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the RFTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF and their parent agencies will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF Commander and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA:

Media inquires will be referred to the RFTF Commander. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Commander.

RFTF:

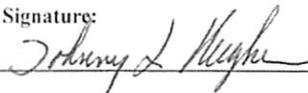
Capital Area RFTF

United States Marshal or RFTF Commander:

Print Name:

Johnny Hughes, USM

Signature:



Date:

6-8-2018

Participant Agency:

Name:

Montgomery County Sheriff's Office

Phone:

(240) 777-7000

Location (City and State):

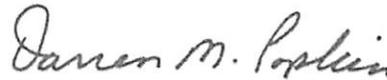
Rockville, MD

Participant Agency Representative:

Print Name and Title:

Darren M. Popkins, Sheriff

Signature:



Date:

June 4, 2018

Assistant Director, Investigative Operations Division:

Print Name:

Jeff Tyler, Assistant Director

Signature:



Date:

6/11/18

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY PUBLIC SCHOOLS
AND
MONTGOMERY COUNTY DEPARTMENT OF POLICE
AND
MONTGOMERY COUNTY SHERIFF'S OFFICE
AND
ROCKVILLE CITY POLICE DEPARTMENT
AND
GAITHERSBURG CITY POLICE DEPARTMENT
AND
TAKOMA PARK POLICE DEPARTMENT
AND
MONTGOMERY COUNTY STATE'S ATTORNEY'S OFFICE**

**School Resource Officer Program &
Other Law Enforcement Responses to School-Based Incidents**

A. MISSION

The above law enforcement agencies, Montgomery County Public Schools (MCPS), and the Montgomery County State's Attorney's Office (SAO) enter into this Memorandum of Understanding for the purpose of establishing and improving the School Resource Officer Program, defining specific duties and responsibilities, and establishing a working protocol for exchanging information and addressing matters of concern cooperatively with the goal of maintaining and enhancing a safe and secure learning environment for students, staff, and the MCPS school community within Montgomery County, Maryland. The parties agree that:

- The vast majority of student misconduct is best addressed through classroom and in-school strategies that maintain a positive learning environment and afford students opportunities to learn from their mistakes, correct any harm that results from their behavior, and restore relationships that are disrupted by their conduct.
- The parties will work together to promote safe, inclusive, and positive learning environments and exercise discretion and judgment in responding to MCPS school-based incidents.

B. DELINEATION OF DUTIES

I. Involved Law Enforcement Agencies Duties and Responsibilities

School Resource Officer:

A **School Resource Officer (SRO)** is a sworn uniformed law enforcement officer trained in emergency preparedness, crisis management, community policing concepts, and

problem solving who is assigned to work as a liaison to MCPS.

Duties:

- The SROs will assist school staff in enhancing safety within their assigned schools and serve as a liaison between his/her agency and MCPS officials for school and police-related concerns and incidents.
- The SROs will assist in calls for service at their assigned schools and incidents occurring around their schools when they are available to respond. The responding SRO and/or the appropriate police department's unit having follow-up responsibility will investigate these calls for service at the direction of the patrol supervisor(s) in a way that, to the greatest extent possible, minimizes disruption to the school day and classroom instruction.
- The SROs will meet regularly with parents, teachers, principals, other school administrators, and students to discuss issues of concern.
- The SROs will act as a resource and assist with emergency preparedness, to include participating in lock-down, shelter in place, and evacuation drills, as well as safety awareness education to the high school population age groups.
- The SROs will serve as a point of contact to deliver law enforcement programs such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, gang awareness, and community relations and outreach.
- The SROs will maintain contact with beat officers who patrol the area around their schools for the purpose of sharing information and generating discussions pertaining to community concerns.
- The SROs will maintain contact with members of their agency's gang units in order to stay informed regarding current gang trends, share information, coordinate interventions, and support gang investigations.
- When possible, SROs, in coordination with school administrative staff, will provide training and presentations about law enforcement or school-related topics useful for students, staff, school administrators, school security, parents and other law enforcement agency personnel to aid efforts to enhance the safety of the school environment.
- SROs will assist with traffic safety and enforcement activities in and around their assigned school areas.
- When needed, the SROs will coordinate assistance at major school events such as athletic events, large dances, or other activities.

- SROs will coordinate familiarization training (“walkthroughs”), to include review of the schools’ emergency response plan/procedures, for responding officers within their district. These walkthrough trainings will be coordinated with school administration.
- SROs will provide advance notice to and obtain approval from the principal or the principal’s designee prior to conducting any “ride-along” visits on school premises, including with parents or community members. SROs will ensure that visitors respect student privacy and minimize disruption to the school day and classroom instruction.
- SROs will inform the principal or the principal’s designee of their duty schedule on a weekly basis, including, whenever possible, any obligations that require them to leave school premises.
- SROs will not be used to enforce MCPS policies, rules, regulations, and/or procedures.
- The SROs will have no special law enforcement emphasis while performing their duties and responsibilities. While on MCPS property, the SROs have full authority as sworn police officers. All enforcement actions will be taken in accordance with appropriate Federal, State, County and Local laws, and involved law enforcement agency policies and procedures. MCPS and the appropriate school staff will be notified of any actions taken in accordance with normal practice and any appropriate agreements between the involved law enforcement agencies and MCPS.
- SROs will acknowledge the authority of the principal, as the administrator of the school, at all times as to matters within the scope of his/her authority.

SRO Supervisors:

Each involved law enforcement agency will appoint a designated supervisor for its respective SROs. An SRO roster, including supervisor(s), shall be provided to MCPS on an annual basis, preferably before the start of each school calendar year, or as needed if personnel should change. This list should include current contact information; i.e., work cell/office telephone numbers and an e-mail address for each SRO and supervisor.

The Montgomery County Police Department Patrol Services Bureau (PSB) Lieutenant and Sergeant will coordinate training within the SRO Program, attend meetings with MCPS principals and/or administrators, and act as the point of contact for the Montgomery County Police Department (MCPD) and MCPS to assist with resolving any conflicts or matters of concern.

The MCPD PSB Lieutenant and/or PSB Sergeant will be notified by a MCPD officer's supervisor of any incidents involving any use of force on school property, and notify the MCPD PSB Chief.

Principals also should meet on a quarterly basis with their district commander to provide feedback on their SROs.

II. **Montgomery County Public Schools (MCPS) – Duties and Responsibilities**

MCPS Security Personnel:

A **Security Team Leader (STL)** is assigned to the high school to assist the school administration in maintaining a safe and secure learning atmosphere for staff and students. Major job responsibilities include supervision and leadership of the security team and investigation of incidents on school property. Under supervision of the principal or designee, the STL assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.

Duties of the STL:

- Investigates incidents on school property and prepares a written report for administrative purposes.
- Advises the principal on all school security-related matters.
- Maintains a high profile to discourage disruptive acts.
- Provides surveillance of suspected problem areas.
- Provides day-to-day supervision and leadership of the security assistant(s) and provides guidance and assistance to them in the more difficult situations.
- Assists the administration with staff and student awareness programs.
- Acts as a liaison between the school administration and emergency service agencies.
- Represents the school in criminal cases.
- Assists feeder schools with security problems
- Communicates, under the direction of the principal, with the school SRO about safety issues. Whenever practicable, the STL shall consult with the principal or a principal's designee to determine whether a school-based incident necessitates a call for service to an SRO or other law enforcement officer as dictated by this MOU.

A **Security Assistant (SA)** is assigned to the local school to assist the school administration in maintaining a safe and secure learning environment for the school community. Under the general supervision of the STL, the SA assists in screening visitor access to school facilities, maintains student class attendance and carries out other responsibilities related to school security operations. The SA receives guidance and assistance from the STL on the more difficult or unusual situations.

Duties of the SA:

- Patrols school buildings and grounds to prevent loitering and to ensure compliance with school regulations and local laws.
- Checks parking areas and entrances to school.
- Queries visitors on the school premises and assures that such persons report to the school office or leave the buildings or grounds.
- Reports unusual incidents and observations to the STL or appropriate school or law enforcement personnel in accordance with procedures established by principals.
- Checks hallways, restrooms, cafeterias, and remote areas of the facility.
- Investigates incidents on school property and prepares written reports for administrative purposes.
- Confers with students regarding improper behavior and attempts to obtain voluntary compliance with school standards.
- Reports to the STL or principal/designee regarding building conditions or practices which interfere with maintenance of building security or the welfare and safety of students.

MCPS Principals/Senior Administrators:

The principal is responsible for administering and supervising the total school program, including the safety and security for students and staff and providing educational leadership for the students and staff consistent with the educational goals of the community.

In the event that a student misbehaves, the principal or his/her designee will be the primary source of administrative disciplinary consequences and interventions. The MCPS *Code of Conduct* provides detailed information on administrative disciplinary consequences and interventions and shall guide the school-based responses to particular types of misbehavior.

Whenever possible, the SRO and other law enforcement agencies will work with the principal when responding to school-based incidents involving students, and will work

together with MCPS staff to de-escalate those incidents. Principals or their designees will make every effort to notify the SRO and/or any other law enforcement officer who responds to a school-based incident if any student involved is a student with disabilities, limited English proficiency, or other special needs and therefore may require special treatment and accommodation in addressing the incident at issue.

C. SELECTION PROCESS FOR SROs

SRO positions will be formally announced by involved law enforcement agencies. The selection process will include the submission of a memorandum of interest from officer(s), review of personnel files, and a formal interview that includes the participation of an MCPS high school principal and the MCPS Director of School Safety and Security or his/her designee.

D. TRAINING

Officers who are selected to join the program will be required to attend and successfully complete 40 hours of training provided by MCPD within three months of being selected. Training should be specific to the following areas: role of the SRO, review of the current SRO MOU, SRO's specific agency's policies/procedures involving juvenile arrests/investigations, legal updates, review of the MCPS *Code of Conduct* and applicable security policies, emergency preparedness and responses to critical incidents (criminal, weather, national disasters), threat assessment training, mediation and conflict resolution, childhood and adolescent development, alcohol/drug awareness, gang awareness, truancy, child abuse and neglect, and county/community-based supports and outreach resources. MCPD and MCPS will work together each year to assess the current level of training and new proposals. MCPS will provide additional specialty training that the parties agree is in the best interest of the SRO program.

SRO Biannual Training During the School Year

On a biannual basis, the SROs, MCPS administrators, and/or MCPS security staff will participate in joint training opportunities on matters that are the subject of this MOU, current trends or issues within the school communities, and other topics of mutual interest.

This training will be conducted by the MCPD PSB Administrative Lieutenant, PSB Administrative Sergeant, MCPS representatives, and involved agencies. Ongoing training on the topics included in the initial 40 hours of training will be conducted as appropriate.

SROs will maintain familiarity with, and be respectful of, the current version of the MCPS *Code of Conduct* and the Montgomery County Board of Education's policies, rules, regulations, and procedures regarding student discipline and other school norms.

E. **MEETINGS**

Annual Meetings

On an annual basis (preferably the first meeting should be held before the start of the school year), MCPD PSB and participating agency supervisors will meet with MCPS leadership and community stakeholders to discuss current matters of mutual interest, including MOU implementation issues and joint training opportunities.

School-Based Meetings

It is highly recommended that SROs be invited to school administrative and security meetings within their assigned schools, and they should be encouraged to attend.

Monthly Data Review

On a monthly basis, the MCPS Department of School Safety and Security shall consult with the PSB Lieutenant to review data on SRO reports of arrests and other interventions during the prior month. At the earliest opportunity, the parties will address and debrief specific cases of interest with the intent to enhance the quality of the program.

F. **SCHOOL ASSIGNMENT CRITERIA**

Although these are guidelines, every situation should be considered under the totality of the circumstances. At a minimum, the final decisions should be made between the MCPD Chief of Patrol Services Bureau and a designated senior MCPS administrator. The following criteria should be considered during this decision process: school enrollment, calls for service, anticipated number of after-school events both sponsored by the school and/or parents, and traffic challenges (e.g., urban location and number of egress and ingress options).

G. **ON-SITE ACCOMMODATIONS FOR SROs**

It is recommended that the SROs be provided a designated space/office with access to a telephone and a computer at their assigned school locations.

H. **INFORMATION SHARING AND INVESTIGATIONS**

The sharing of appropriate and timely information between the law enforcement agencies and MCPS is critical to the mission of maintaining and enhancing a safe and secure learning environment. Within the context of the SRO Program, the sharing of information will follow the protocols below between the law enforcement agencies and MCPS in accordance with applicable federal, state, and local laws.

1. **Reporting Critical Incidents Involving Students or Others on School Property.**
The parties agree that the offenses set forth in Sections H(1)(a) and H(1)(b), termed "critical incidents," that occur on MCPS property (e.g., school buses, MCPS sponsored

event including extra-curricular activities) shall be reported to the appropriate law enforcement agency by the principal, administrator-in-charge, or designee as soon as practicable so that the agency can determine the appropriate law enforcement response in accordance with the procedures in Section H(2) below. Such notification must be made by direct communication with the SRO, if immediately available, or to the Public Safety Communications Center (911) or 301-279-8000, with the exception of rape and/or sexual assault, which shall be reported directly to the Special Victims Investigations Division of the Montgomery County Police Department (240-773-5400). Voice mail messages to the SRO will not suffice and must be followed with a call to 911.

a. **Critical Incidents Where Police Shall Take the Lead in Investigating.** The appropriate law enforcement agency shall take the lead in investigating the following critical incidents, in accordance with the procedures in Section H(2).

- Death
- Rape and/or sexual assault with another by force or threat of force¹
- Arson (willful and maliciously set fire) or verbal or written threat of arson
- Manufacture or possession of a destructive device (explosive, incendiary, or toxic material combined with a delivery or detonating apparatus or modified to do so)
- Knowingly make false reports about the location or detonation of a destructive device
- Robbery/attempted robbery (taking property of another from his person or in his presence by force, reasonable fear of violence, or intimidation whether the perpetrator is armed or unarmed)
- Hate crime (harassing² a person or damaging property of a person because of his race, color, religious beliefs, sexual orientation,³ or national origin)
- Possession of a firearm, knowingly brought onto or brandished upon school property, or knowingly brandishing or using any other dangerous or deadly weapon, including any device designed or manipulated to shoot any projectile, to cause harm
- Distribution or manufacture of a controlled dangerous substance

¹ Meaning engaging in a sexual act or sexual contact, without consent, by force or threat of force, and/or employing or displaying a dangerous weapon or object reasonably believed to be a weapon (sexual offense in the first, second, or third degree). Note that these sexual offenses, as well as child abuse and neglect more generally, are subject to a separate Memorandum of Understanding as well as other MCPS policies and regulations.

² Harassment is defined as a persistent pattern of conduct intended to alarm or seriously annoy another, without a legal purpose, after receiving reasonable warning or request to stop.

³ Sexual orientation means the identification of an individual as to male or female homosexuality, heterosexuality, bisexuality, or gender-related identity.

- Gang⁴ related incident/crime
- b. **Critical Incidents Where Police May Take the Lead in Investigating Depending on the Circumstances.** After reporting the following critical incidents to the appropriate law enforcement agency, the principal or designee shall consult with the SRO or other law enforcement officers responding to the incident to determine who should take the lead in investigating depending on the totality of the circumstances; provided, however, that the law enforcement agency shall take the lead in investigating, in accordance with the procedures in Section H(2) below, in any case in which: (i) there is evidence that the alleged perpetrator is not a student; and/or (ii) there is a serious and imminent threat to the safety of the school and its community. As circumstances warrant, those on the scene may consult with MCPS staff in the Office of School Support and Improvement (OSSI) and the Department of School Safety and Security, supervisors in the Police Department, the Special Victims Investigations Division, and/or the State's Attorney's office. (If the law enforcement agency does not take the lead in the initial investigation, that determination does not preclude subsequent law enforcement action.)
- Physical attack on another that requires medical attention outside of the school health room
 - Theft (any single incident or series of incidents committed by the same perpetrator where the value of the stolen property is \$500 or more)
 - Possession of a potentially dangerous or deadly weapon on school property that is not knowingly brandished or used to cause harm⁵
 - Possession of, and/or possession with intent to distribute, a controlled dangerous substance (whether or not law enforcement takes the lead in the investigation, MCPS staff shall turn over to the appropriate law enforcement agency any substance that comes into their possession that they suspect to be a controlled substance)
- c. **Releasing Student Information.** Notwithstanding any other provision of this agreement, the parties shall fully comply with the Family Educational Rights and Privacy Act (FERPA) and all other applicable state or federal laws regarding the confidentiality of student information, as well as MCPS Regulation JOA-RA, *Student Records*. Information obtained by school staff may be shared with a law enforcement officer/agency or SAO as long as the information is not derived from

⁴ A formal or informal ongoing organization, association, or group of three or more persons who: (a) have a history of criminal street gang activity; (b) have a common name or common identifying signs, colors, or symbols; and (c) have members or associates who, individually or collectively, engage in or have engaged in a pattern of criminal activity.

⁵ A butter knife is not a dangerous or deadly weapon. See *In re Melanie H.*, 120 Md. App. 158 (1999).

school records.⁶ For example, information received orally from a student may be shared, even if later recorded in a written statement used by school staff for disciplinary purposes. Information from school records can be shared under any one of the following circumstances:

- “Directory information” unless the parent/guardian has asked specifically that such information be kept confidential
- With consent of the parent/guardian or adult student
- In response to a subpoena, including a subpoena from the SAO⁷
- In a specific situation that presents imminent danger to students or members of the community or that requires an immediate need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual

2. Investigation of Critical Incidents Occurring on School Property

MCPS shall immediately notify the appropriate law enforcement agency of all critical incidents as described in both Sections H(1)(a) and H(1)(b) of this agreement. The agency will respond promptly to such incidents or will keep the school staff advised of any delay in the response of officers.

For those critical incidents in which the law enforcement agency is taking the lead in the investigation, MCPS will limit its administrative investigation of the critical incident to ascertaining basic facts and doing what is necessary to stabilize the situation until a law enforcement officer arrives, absent exigent circumstances. For such critical incidents, MCPS will defer taking written statements from students and/or witnesses, thereby permitting the law enforcement agency the opportunity to do so. In addition, MCPS shall consult with the appropriate law enforcement agency to determine whether it is appropriate to notify the school community and the timeline for so doing.

If requested by MCPS for purposes of conducting its own disciplinary processes within the timeframes mandated by state law, the law enforcement agency shall provide copies of written student and witness statements to MCPS within one day of the critical incident, with the approval of the SAO, which shall make the determination after consultation with the law enforcement agency. The law enforcement agency will assist MCPS with its administrative procedures by providing the relevant information requested (including a synopsis of relevant facts) in order that statutory and administrative deadlines may be met and by providing witness statements in any closed investigations and as otherwise authorized by the SAO.

⁶ School records are those records identifiable to an individual student, governed by FERPA.

⁷ Release of documents from a student record requires that the school first make reasonable efforts to notify the parent/guardian or adult student of receipt of the subpoena in advance of complying with the subpoena so the parent/guardian may seek protective action, unless the issuing authority has ordered that the existence or contents of the subpoena not be disclosed.

The principal or his/her designee shall be present during any interview conducted by the law enforcement agency on school property and may interview the individual after the officer has concluded his/her interview. Students should be questioned by the appropriate law enforcement agency, when necessary, in a manner and at a time that is age-appropriate, minimizes disruption to the school day and classroom instruction, and is consistent with all applicable laws and regulations. When questioning of students by law enforcement officers occurs on school property, MCPS staff will strive to promptly contact the student's parent/guardian to inform them of the nature of the incident, unless the investigation involves suspected child abuse or neglect.

In the event that the law enforcement agency has not arrived and school dismissal is about to occur, MCPS will notify the law enforcement agency, and MCPS may conduct an administrative investigation, including taking student and witness statements. The law enforcement agency understands that MCPS does not have the authority to arrest individuals or hold them for the law enforcement agency.

3. Arrests and Other Law Enforcement Actions.

Absent an immediate public safety need to stop an illegal activity, effect an arrest, and/or seize evidence, SROs and other law enforcement officers will collaborate with the principal or his/her designee prior to a law enforcement action to assess the totality of the circumstances and applicable agreements/legal guidelines, and address the matter in a manner that is the best interest of the student and the welfare of the school community. If circumstances do not allow for consultation prior to a law enforcement action, the parties will come together as soon as possible thereafter to address the matter. Every opportunity should be made to debrief especially critical incidents at the appropriate time to identify lessons learned.

Circumstances to consider under the totality of circumstances regarding law enforcement action include:

- Absence or presence of perceived intent
- Whether the matter is solely administrative in nature or involves a criminal nexus⁸
- Input from the SAO on appropriate charges, if any, in instances of ambiguity and/or exceptional circumstances not clearly addressed by the criminal code
- Whether or not the offender was coerced and/or threatened to participate in the inappropriate behavior. (i.e. gang coercion, threat of retaliation, etc.)
- Which least proposed action (physical arrest, paper arrest, citation, suspension, mediation, counseling, etc.) will achieve the desired goal of correcting behavior

⁸ Section 26-101(a) of the Maryland Education Code, which makes it a misdemeanor to "willfully disturb or otherwise willfully prevent the orderly conduct of the activities, administration, or classes of [a school]," requires a disturbance that significantly interferes with school operations; it does not apply to minimal or routine disruption, such as "[a] child who speaks disrespectfully or out of turn, who refuses to sit down or pay attention when told to do so, who gets into an argument with another student, who throws a rolled-up napkin across the room, who comes to class late, or even who violates the local dress code in some way." *In re Jason W.*, 378 Md. 596 (2003).

while being accountable to all stakeholders within the school community

- Administrative and/or delinquent history of the offender
- The student's age
- Cultural or linguistic factors, as well as any student disability or other special needs, that may provide context to understand student behavior
- Other mitigating circumstances

When an arrest of a student or adult on school premises and/or during the school hours is necessary, it shall be done in such a manner as to avoid both embarrassment to the student being arrested and jeopardizing the safety and welfare of other students. In addition, every effort shall be made by school officials to inform the parent or guardians immediately. After an arrest of a student is made on school premises, law enforcement officers shall not engage in further questioning and remove the student from the school premises as soon as practicable, except in circumstances that pose a serious and immediate threat to school safety.

4. Notification of State's Attorney's Office

The MCPS Department of School Safety and Security will make reasonable efforts to notify the SAO when it receives notice that a student has been arrested by the law enforcement agency and charged with one of the offenses listed under Section H(1)(a) above as critical incidents where the police shall take the lead in investigating, in order for the SAO to obtain the information necessary to present the State's case at a detention hearing or other judicial proceeding which generally will be held within the next business day following the student arrest.

When legally permissible, the SAO shall advise MCPS of whether the student was or was not prosecuted for a school-based incident.

6. Serious Incidents in the Community

In addition to the required notification of reportable offenses committed by students in the community, the law enforcement agency will notify MCPS as soon as practicable of any serious incident involving MCPS schools, facilities, students, or staff that the law enforcement agency reasonably believes will impact MCPS operations in order for appropriate measures to be taken by MCPS to address the impact. Examples include:

- Death of a student or staff member
- Child abuse or neglect, including sexual offenses
- Serious or life-threatening injury to a student or staff member
- Hostage-barricade, criminal suspect at large, or hazardous materials incident that may affect students and/or staff
- Gang related incident/crime
- After-hours property damage to an MCPS facility, school, bus, or other vehicle

During normal business hours, the law enforcement agency will provide notice to the MCPS Department of School Safety and Security at 301-279-3066. At all other times, the

law enforcement agency will notify the Electronic Detection Section, the MCPS 24-hour communication center, at 301-279-3232.

I. COLLABORATION, MONITORING, AND REVIEW OF THE SRO PROGRAM

School administrators and officials of the law enforcement agencies are encouraged to periodically meet at the school community level to establish and foster good working relations between the agencies.

In order to monitor specific trends in and around the high school communities, the MCPD Patrol Services Bureau will maintain and share with the other parties to this Agreement disaggregated statistical data through monthly SRO reports and crime analysis.

The SAO will provide MCPD and MCPS with regular summary reports on pending charges and adjudications by the juvenile justice system.

The signatory agencies agree that this MOU and its implementation will be reviewed by the parties annually in order to determine if any inadequacies exist and further agree to revise the MOU as may be appropriate, upon the agreement of the parties, in order to further the safety and welfare of the school community. Furthermore, the signatory agencies will meet annually thereafter to review the provisions contained within this MOU as well as the implementation of it. Amendments, with the agreement of each agency, may be made from time to time, as desirable.

The MCPS Department of School Safety and Security, MCPD PSB, and the appropriate principal will promptly discuss any complaints regarding the actions of any signatory of the agreement within the bounds of collective bargaining agreements and applicable confidentiality laws/procedures if such a conference is necessary to maintain operational efficiency and a professional work environment.

J. GANG AWARENESS AND PREVENTION

In addition to the gang awareness activities specified elsewhere in the MOU, pursuant to the Maryland Safe Schools Act of 2010, the parties will collaborate to develop and implement gang awareness, prevention, and intervention programs for MCPS students and their families with a focus on outreach to at-risk MCPS students.

The SAO and law enforcement agencies also will assist MCPS in developing ongoing training on gang awareness for MCPS staff. The parties further agree to meet regularly to address current trends in gang activity; and MCPS will convene regular school security meetings for the middle schools and high schools to ensure the coordination of gang prevention, intervention, and suppression efforts.

K. NON-DISCRIMINATION AND OTHER GENERAL PROVISIONS

The parties agree that no person shall be subjected to discrimination on the basis of actual or perceived personal characteristics, including race, ethnicity, color, ancestry, national origin,

religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations in the performance of the parties' respective duties, responsibilities, and obligations under this agreement.

Each party is an independent contractor with the others for all purposes. None of the provisions of this Agreement are intended for the benefit of any third party, and no such third party shall have the right to enforce the provisions of this Agreement.

L. DESIRED OUTCOMES

- Enhanced safe and secure learning environments for students, staff, and the school community within Montgomery County, Maryland.
- MCPS and the law enforcement agencies have an effective emergency preparedness plan and response in the event of an emergency, disaster, crisis, or dangerous situation.
- Increased efficiency of communication between local law enforcement agencies, other government agencies, and MCPS in an emergency, disaster, crisis, or dangerous situation.
- Enhanced relationships and communications among the involved law enforcement agencies, MCPS, administrators, staff, students, parents, and community stakeholders.

This MOU replaces the original COPS in School Grant MOU between MCPD and MCPS (dated 05-16-02); the MOU between MCPS, MCPD, Montgomery County SAO, Gaithersburg City PD, Rockville City PD, and Takoma Park PD (dated 06-04-10); the MOU between MCPS, MCPD, SAO, and other law enforcement agencies (dated 07-23-13); and the revised MOU between MCPS, MCPD, SAO, and other law enforcement agencies (dated 06-17-15).

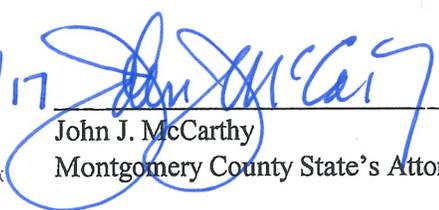
In witness, thereof, the parties have executed this memorandum of understanding on this 17th day of October 2017.

APPROVED



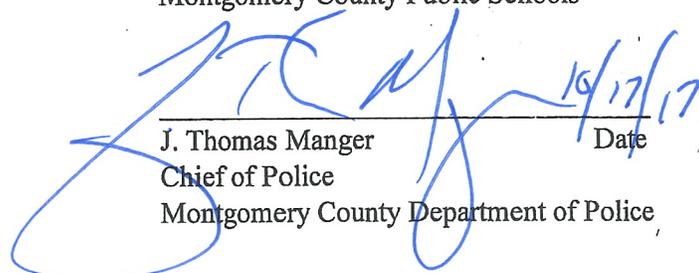
Jack R. Smith
Superintendent of Schools
Montgomery County Public Schools

10/17/17
Date



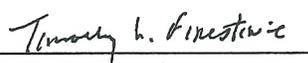
John J. McCarthy
Montgomery County State's Attorney

10/17/17
Date



J. Thomas Manger
Chief of Police
Montgomery County Department of Police

10/17/17
Date



Timothy L. Firestine
Chief Administrative Officer
Montgomery County, Maryland

10/17/17
Date

Darren M. Popkin *10/17/17* *Bob Rappoport* *10/17/17*

Darren M. Popkin
Sheriff
Montgomery County Sheriff's Office

Date

Bob Rappoport
Acting Chief of Police
Rockville City Police Department

Date

Mark P. Sroka *10-17-17* *Dan Frishkorn* *10/17/17*

Mark P. Sroka
Chief of Police
Gaithersburg City Police Department

Date

Dan Frishkorn
Acting Chief of Police
Takoma Park Police Department

Date



LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

STATE OF MARYLAND
MARYLAND STATE POLICE
1201 REISTERSTOWN ROAD
PIKESVILLE, MARYLAND 21208-3899
410-486-3101
TOLL FREE: 1-800-525-5555
TDD: 410-486-0677



COLONEL
WILLIAM M. PALLOZZI
SUPERINTENDENT

December 2, 2015

RECEIVED
DEC 08 2015

Sheriff Darren M. Popkin
Montgomery County Sheriff's Office
50 Maryland Avenue
Rockville, Maryland 20850

Dear Sheriff Popkin:

Enclosed is a copy of the executed Maryland State Police Terminal Agency User Agreement for access to Maryland Electronic Telecommunications Enforcement Resources System (METERS), the National Crime Information Center (NCIC), and the International Justice and Public Safety Network (Nlets). to maintain in your files. Your attention to this matter was greatly appreciated. If you have any questions or concerns, please contact me at 410-653-6465.

Sincerely,

Dalene M Drum
CJIS Systems Officer
By: *Janice L Bradford*
Janice L. Bradford
Maryland State Police
Police Communications Support Division

Enclosure

"Maryland's Finest"



**MARYLAND STATE POLICE
TERMINAL AGENCY USER AGREEMENT
FOR ACCESS TO
MARYLAND ELECTRONIC TELECOMMUNICATIONS ENFORCEMENT RESOURCE
SYSTEM (METERS)
NATIONAL CRIME INFORMATION CENTER (NCIC) AND
NATIONAL LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (NLETS)**

Pursuant to NCIC, METERS, and NLETS policy, and agreements in effect between the Maryland State Police and NCIC/NLETS, which are incorporated by reference and made part of this agreement, the Maryland State Police, as the NCIC Control Terminal Agency (CTA) and the NLETS Point of Entry Agency for the State of Maryland, agrees to furnish to Montgomery County Sheriff's Office (MD0160000) hereafter referred to as the User, a duly authorized criminal justice agency as defined in Title 28, Code of Federal Regulations, Part 20, or an approved non-criminal justice agency, network access through METERS to NCIC and NLETS for the purpose of exchanging criminal justice information subject to the conditions contained within this agreement.

I. Scope of Agreement

The intent of this document is to provide for an agreement whereby the User, in consideration of network access to NCIC and NLETS through METERS recognizes the Maryland State Police as the State Control Terminal Agency, responsible for the regulation and quality control of the METERS telecommunications system, including the exchange, dissemination and use of data contained in NCIC and NLETS.

Further, it is the intent of this agreement to make NCIC user agencies cognizant of the responsibilities required of them as an agency accessing NCIC through METERS. Particular attention is drawn to NCIC stipulations concerning the following:

- Timeliness of entry and removal of records
- Validation of records
- Completeness of records
- Accuracy of records
- Ten minute/one hour hit confirmation policy
- Quality assurance responsibilities
- Security responsibilities

The aforementioned stipulations are part of the NCIC CTA User Agreement, which is hereby incorporated by reference and made part of this agreement. Also incorporated by reference and made part of this agreement is the NLETS Control Terminal Agency Agreement.

It is acknowledged by the User, if not defined as a criminal justice agency pursuant to Title 28, Code of Federal Regulations, Part 20, said User will be excluded from accessing any NCIC file and/or accessing any files via NLETS which are restricted to criminal justice agencies only.

Terminal Agency Coordinator (TAC)

The User will designate a TAC who serves as a central point of contact for handling record validations, quality control matters, posting and filing of system manuals and publications, security matters, training of other agency personnel as necessary, audit and any other requirements concerning system use that may arise. The User will designate at least one individual at each of its operational sites as TAC, and submit that individuals name to the CTA in writing upon acceptance of this agreement. A change in the Users TAC will require written notification to the CTA. The User, in order to unify

responsibility for their agency user discipline and adherence to system procedures and policies, by virtue of signing this user agreement, hereby accepts this concept of a Terminal Agency Coordinator.

2. Training of Terminal Agency Coordinator

The User agrees to provide for their TAC to attend required systems training. This training will be administered by the CTA and will be conducted at the discretion of the CTA, at a location deemed appropriate by the CTA.

3. Security of Terminal

The User agrees to insure that all terminal devices are installed and maintained in a secure area and to restrict access to only authorized personnel. The User further agrees to permit the CTA, or his/her designee, at any time, access to any room, building, or other place where the terminal devices, lines, and circuits are located for any purpose which may be deemed necessary by the CTA, or his designee, in regard to the operation of the network.

4. Security and Privacy of Data

The User agrees to protect and prohibit dissemination of information received from criminal justice information systems to unauthorized person(s) or agency (ies) in compliance with all relevant NCIC and NLETS rules and regulations.

5. Authority

The CTA shall have the sole discretion to promulgate and retain any rules, regulations, and procedures necessary to the operation of the network.

6. Indemnification of the Maryland State Police

The User agrees to indemnify the Maryland State Police, its officers and employees, to the extent permitted by law and subject to the limitations as set forth in the State Tort Claims Act, Title 12, Subtitle 1 of the State Government Article or the Local Government Tort Claims Act, Title 5, Subtitle 3 of Courts and Judicial Proceedings Article, Annotated Code of Maryland from and against all claims, demands, actions, suits, and proceedings by others, against all liability to others, including, but not limited to, any liability for damages by reason of, or arising out of any false arrest or imprisonment, or any other cause of action whatsoever and therefrom, arising out of or involving any negligence on the part of the User in the execution of the Agreement. Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State or to provide indemnification for negligent acts by the Maryland State Police, their officers, employees or agents.

7. Term

The terms of this Agreement shall remain in effect until canceled or suspended by either party. The CTA reserves the right to immediately suspend furnishing METERS, NCIC or NLETS access to the User whenever training requirements are not met, or the security, privacy, use or dissemination requirements established by METERS, NCIC or NLETS are violated. The CTA may reinstate METERS/NCIC/NLETS access in such instances upon receipt of proof that the violation has been corrected. The CTA or User may, upon 30 days notice, in writing, discontinue service. The User acknowledges that its network use will be continuously monitored.

8. Personnel

All User personnel that operate a METERS terminal or utilize information obtained from the terminal must receive appropriate security clearance as required by METERS, NCIC and/or Nlets. All User personnel that operate a METERS terminal for NCIC transactions must complete the appropriate level of training, consistent with the level of NCIC usage and within prescribed time limits as described in the METERS and NCIC Manual. The User is responsible to ensure appropriate terminal agency personnel receive initial NCIC training and complete re-certification training as required.

9. System Transaction Recording

All transactions on METERS are recorded and may be reviewed for any official purpose. This system is for the use of authorized clients only. To protect the system from unauthorized use and to ensure the system is functioning properly, system administrators monitor this system. Personnel utilizing this system expressly consent to such monitoring. Should such monitoring reveal possible conduct of criminal activity, system personnel may provide the evidence of such monitoring to the appropriate authorities for prosecution.

In Witness whereof, the parties hereto cause this agreement to be executed by proper officers and officials.

USER Name Montgomery County Sheriff's Office

AGENCY HEAD *Darren M. Popkin*

Name (Printed) Darren M. Popkin

Title Sheriff

Date November 25, 2015

CONTROL TERMINAL AGENCY

BY *Dalene M Drum*

Name (Printed) Dalene M Drum

Title CSO

Date 12/2/15

Attorney General Approval: *[Signature]* 1/12/15
Signature Date