

POLICE SERVICES AGREEMENT
PRINCE GEORGE'S COUNTY AND CITY OF COLLEGE PARK

This Agreement made this 5th day of October, 2008 by and between Prince George's County, Maryland, a body corporate and politic, hereinafter called the County, and the City of College Park, a municipal corporation of the State of Maryland, hereinafter called the City.

WHEREAS, the parties believe it is in the best interest of all parties to have coordinated law enforcement efforts;

WHEREAS, the City does not now have its own law enforcement agency;

WHEREAS, the City desires to have enhanced police presence and capabilities within its geographic boundaries for supplemental services; and

WHEREAS, the City, with the permission of the County, currently directly employs a number of part time County officers ("part time officers") to provide supplemental police services; and

WHEREAS, the City has determined that increased police presence for supplemental services through employment of full time County officers ("full time officers") directly through the County is in the public interest and would support the general health, safety and welfare of City residents; and

WHEREAS, the parties desire to contract for said supplemental police services as are specifically described herein.

NOW THEREFORE, the premises considered, the parties do hereby agree as follows:

1. Agreement to Supply Supplemental Police Service. The County, for and in consideration of the payments hereinafter agreed to be made by the City, hereby covenants and agrees to furnish the City three full time police officers during the life of this contract, available for a maximum of 6240 hours of supplemental police services per annum, said hours to be scheduled by agreement between the parties to best serve the purposes of this Agreement. The number of full time officers to be provided may be increased or decreased as the City's needs require upon agreement of the parties. The total hours includes the time an officer is required to attend court on cases resulting from policing activities which occur during full time assignment to the City and for in-service training that shall not exceed forty (40) hours in any contract year. When the use of sick and injured, annual, administrative, reserve, or any other type of leave of any one officer, or the time that an officer is placed on light duty, exceeds fifteen (15) consecutive scheduled work days, the County shall provide a substitute officer until the officer is returned to full duty. The assigned officers shall have the rank of police officer, police officer first class or corporal. The selection and performance of all persons assigned as full time officers must be acceptable to the City and County. Any officer whose selection or performance is not

acceptable to the City or County will be reassigned. The City and County shall engage in periodic review of the full time services provided under this Agreement at least once per quarter. The City and the County agree to formulate evaluation standards for use during such periodic reviews.

2. Place and Nature of Services. The full time officers provided under this Agreement will render supplemental services, which shall in no way affect or replace the regular police services provided by the County in the regular course of police patrols, and/or by special assignment teams, as may now or hereafter be generally provided for County citizens within the City. In the event this regular service is required to be enhanced as a result of population increase, general disturbances, or other similar reasons, the regular course of increased service will be provided without cost or expense to the City. Full time officers and the City will coordinate with the investigative command in District I and the officers will attend regular meetings to discuss crime trends in the District. Full time officers are not required to attend roll call in the District. Full time officers are required to check the City and County alerts located at the City Hall police office at the beginning of each shift.

In order to provide the City with the best possible use of these full time officers, the Prince George's County Public Safety Communications dispatchers will not dispatch the full time officers. Generally, full time officers shall follow the direction of the City with respect to their duties during a shift. Full time officers will not be dispatched by the County as primary or reporting officers except in emergency situations. Full time officers are authorized to be primary or reporting officers for incidents that they witness and may, at their discretion or as directed by the City, take reports from citizens for lower priority County calls and assist with traffic control at an incident when sufficient on-duty officers are not available. The County further agrees that such services will include the enforcement of the State statutes and County ordinances. Full time officer duties do not include enforcement of City ordinances, provided, however, that full time officers may be assigned to accompany City code enforcement officers while enforcing City law.

Full time officers shall remain within City limits while on duty. Full time officers will not be dispatched to calls for service outside of City limits. This provision shall not prevent full time officers from being dispatched to critical incidents outside the City where there is a risk of imminent, grievous bodily harm and when the full time officer is the closest available officer to the incident.

The services provided hereunder are deemed to be supplemental law enforcement functions, as contemplated in Paragraph 1 of this Agreement, within the corporate limits of the City, and in addition to the regular patrol protection provided by the County Police Department. These services will not in any manner supplant or replace regular patrol services provided by the County Police Department and will not be considered as services that would be subject to tax differential consideration.

The Chief of Police of Prince George's County shall make all determinations in scheduling and designating the patrols of officers supplied under this Agreement, subject to the approval of the City Manager. The standards of performance, evaluation and disciplining of officers, other matters incident to the performance of the services to be provided hereunder, and

the control of personnel providing such services shall be in accordance with County practices and the Police General Order Manual.

The parties recognize that the City also directly employs part time County police officers. The parties agree that the full time officers and part time officers will coordinate with each other and cooperate in providing services to the City. The parties also recognize that cooperation between the full time and part time officers is critical to the success of this program.

3. Personnel and equipment. The County shall furnish and supply all necessary labor, supervision, equipment, vehicles with computer terminals, communication facilities, and supplies necessary to maintain the performance of services to be rendered hereunder. The City, subject to the approval of the Chief of Police, may issue additional equipment as required for provision of services under this Agreement. Full time officers shall carry City issued radios at all times while on duty. Radios issued by the City shall only be used to communicate with City employees and will not be used in lieu of County Police radios when County Police regulations and protocols require the use of County Police radios. In the event it shall be decided by the parties hereto that a law enforcement headquarters be maintained within the City limits, the City shall furnish it at its own cost and pay for the expenses of office space, furniture, furnishings, office supplies, custodial services, telephone, heating and electrical services, water and other utilities. Any files, disks, desks, lockers, etc. must be available for inspection by the County Police Department's designated supervisor at any time. If such law enforcement headquarters is established, such quarters may be used by the Chief of Police of the County or his designees, in connection with the performance of police protection services in areas outside the City boundaries, without expense to the County, and the performance of such duties are not chargeable to the City. In special instances where special supplies, stationery, notices, forms and similar material are to be issued in the name of the City, the same is to be supplied by the City at its own expense. The City agrees to provide to the County the funds to purchase one police patrol vehicle every four years this agreement is in existence; the City will not be responsible for the cost of equipping the patrol vehicle. The first vehicle under this Agreement will be purchased in October 2012.

4. Designation of Employees. All persons employed in the performance of police services and functions, as herein set forth, shall be County employees with all rights and privileges of the Merit Regulations and the Personnel Law, including attendance and leave, and no person employed for the herein described purposes shall have the benefit of any City employee benefit, pension, civil services or any such status or right. To the extent permitted by law, each County officer or employee engaged in performing any services under this Agreement shall be an agent of the County. Whenever said officer or employee is enforcing a State law or County ordinance while engaged in performing any service under this Agreement, the County, to the extent permitted by law, agrees to hold harmless and indemnify the City from any liability connected therewith.

5. Obligation of the City. The City shall provide full cooperation and assistance to the County, its officers, agents and employees in order to facilitate and accomplish the services performed under this Agreement. The City shall not be required to pay or assume any liability for the payment of any salaries, wages or other compensation to any County employee for injury

or sickness arising out of his or her employment. The City shall designate a representative to act in the capacity of liaison between the City and representatives of the Chief of Police in matters pertaining to operational policies or procedures of full time officers.

6. Payment. The City shall pay the County for the cost of the full time officers consistent with the actual costs incurred by the County for the designated full time officers. The Chief of Police is to render a statement at the close of each semi-annual period, and the City shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of the billing, the County may satisfy such payment from any funds of the City in the hands of the County without advance notice to the City of the County's intention to do so, or proceed in the manner provided by law to collect such indebtedness.

7. Contract Sum. The City's reimbursement to the County shall be at the actual salaried rate of the officers, regardless of rank, plus all additional costs reflected in Attachment 1, which is incorporated herein. It is mutually agreed that the costs provided in Attachment 1 are an estimate. In the event any officer is replaced, a revised attachment shall be provided by the County reflecting the revised actual salary pay rate and reimbursement costs of the new officer and incorporated herein. This procedure shall remain for subsequent replacements. After the first year of the term of this Agreement, or on or before the first day of _____ next succeeding the date hereof, the Chief of Police of the County shall submit to the City an estimate of the costs of the County for the performance of the services to be rendered hereunder. Estimates shall include:

- (a) The actual sum of the basic salaries for each fiscal year of the police officers necessary to perform the services contemplated in this Agreement. The officers shall have the rank of police officer, police officer first class or corporal.
- (b) The cost of the following County employee benefits to the police officer multiplied by number of officers necessary to perform the services contemplated herein:
 - (1) Major Medical, Optical and Prescription Plans
 - (2) Retirement
 - (3) Workers' Compensation
 - (4) Life Insurance
 - (5) Supplemental Insurance
 - (6) Professional Liability
- (c) Clothing Allowances multiplied by the number of officers necessary to cover the services agreed upon.
- (d) Special Pays, including Shift Differential, Holiday Pay, Court Time and Overtime.
- (e) Annual Leave, Sick Leave, Discretionary Leave and Personal Leave.
- (f) The actual cost of vehicles and any rental equipment for the vehicles.

- (g) The cost of vehicle maintenance, gasoline and oil necessary to operate the vehicles.
- (h) The cost of vehicle insurance.
- (i) The cost of radio maintenance.

The aforementioned estimates shall be considered by the City and an amount arrived at and appropriated by the City in its budget for the ensuing fiscal year. Billings thereafter shall be accomplished as aforesaid and payment is to be made in accordance with the provisions of this Agreement.

8. Term. This Agreement shall be for a term of three years and shall be effective on the date of execution. At the option of either party with the acceptance by the other, this Agreement shall be renewable for successive periods not to exceed three years each. However, in the event that County funds required to perform this Agreement are not appropriated for a later fiscal year, the County's performance hereof shall terminate immediately upon the close of the year for which funds have been appropriated. Likewise, in the event that City funds required to perform this Agreement are not appropriated for a later fiscal year, the City's participation hereof shall terminate immediately upon the close of the fiscal year for which funds have been appropriated. Notwithstanding the provisions contained herein, either party hereto may terminate this Agreement upon notice in writing to the other party not less than two calendar months prior to the date of such termination.

9. Equipment. All equipment issued by the County and used in the performance of this Agreement, including vehicles, firearms, communication equipment and supplies shall remain the property of the County. All equipment issued by the City shall remain property of the City. The police vehicles assigned to the City under this Agreement shall, in addition to any County insignia displayed, include a display of the name of the City in easily discernible letters of comparable size and numerals as the County designation.

10. Reports. Incidental to and in addition to the services performed hereunder, the County shall furnish daily police reports of the activities of the officers assigned to perform the services of this Agreement. Such reports are to be delivered within a reasonable time to the Office of the City Manager. Full time officers shall provide those reports required by the City. The County agrees to provide updated information and beat book information to the City on a daily basis for both full time and part time officers to review. Further, the County agrees to provide COMPSTAT for Part I and Part II offenses and requested production reports for Baker 6 and 7 to the City as they become available. The City shall provide a facsimile machine for use by contract officers in the office space provided at City Hall. This machine shall be used to send reports generated by contract police officers to District One Headquarters on a daily basis. Further, the City shall provide by facsimile to District One Headquarters a copy of the weekly reports concerning police activity that are generated by the City's Public Services Department.

11. Terms and Conditions. This Agreement contains all the terms and conditions agreed

upon by the parties hereto and supersedes and cancels any and all previous agreements. No other agreements, oral and otherwise, shall be deemed to exist to bind any of the said parties with regard to the extra police services as set forth herein. This provision does not apply to a Memorandum of Understanding dated February 13, 2004, allowing the City to hire off duty Prince George's County police officers to perform supplemental duties in a secondary employment capacity, which shall remain in full force and effect. Any and all changes and/or modifications to this agreement by either party must be made in writing.

IN WITNESS WHEREOF, the City of College Park, pursuant to a Resolution duly adopted by its City Council on Aug. 12, 2008, has caused this Agreement to be signed by its Mayor and attested by its City Clerk, and Prince George's County has caused the same to be executed by the County Executive, or his designee, on the day and year first above written.

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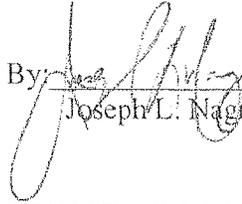
Attest:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller

Janeen S. Miller, City Clerk

By:



Joseph L. Nagro, City Manager

PRINCE GEORGE'S COUNTY, MARYLAND

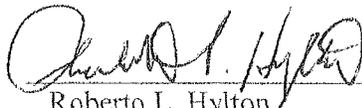
Quoniam E. Simms
Witness

By:



Iris B. Boswell
Deputy Chief Administrative Officer for
Budget, Finance and Administration

REVIEWED AND APPROVAL RECOMMENDED:

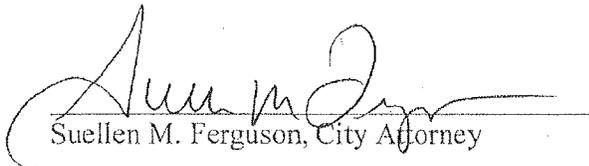


Roberto L. Hylton
Chief of Police

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Associate County Attorney
Office of Law, Prince George's County, Maryland



Suellen M. Ferguson, City Attorney

Attachment 1
Police Services Agreement - Cost Estimate

Basic Salary:

Hourly Rate	\$31.4573	Estimated for 7 year officer (2 years as at Corporal)
Annual Salary	\$65,431	

Fringe Benefits:

Optical	160
Prescription Plan	2,585
Major Medical	9,593
Retirement	10,338
Workers' Compensation	1,832
Life Insurance	387
Supplemental Insurance	654
Professional Liability	1,500

Other Contractual Costs:

Clothing Allowance	1,350
Shift Differential	2,755
Holiday Pay	1,887
Court Time	708
Overtime	944
Annual Leave	6,543
Sick Leave	1,840
Discretionary	944
Personal	377

Vehicle Costs:

Vehicle Maintenance	3,036
Gas and Oil	2,058
Insurance	1,200
Radio Maintenance	106

Total Estimated Cost	\$116,229	Per Officer Per Year
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Total Estimated Cost	\$348,687	Three Officers Per Year
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