



THE MARYLAND-NATIONAL CAPITAL  
Park and Planning Commission

# COMMISSION MEETING

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**September 26, 2018**

10:00 a.m. – 1:00 p.m.

**PRA**

*Auditorium*

6600 Kenilworth Avenue

Riverdale, MD 20737

**ITEM 1**

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION MEETING**

**Wednesday, September 26, 2018**

**PRA (Auditorium)**

**10:00 a.m. – 1:00 p.m.**

		<u>ACTION</u>	
		Motion	Second
<b>1. Approval of Commission Agenda (10:00)</b>	(+*) Page 1		
<b>2. Approval of Commission Minutes</b>			
a) Open Session – July 18, 2018	(+*) Page 3		
b) Closed Session – July 18, 2018	(++*)		
<b>3. General Announcements (10:10)</b>			
a) September is Hispanic Heritage Month, September 15-October 15			
b) Kinderfest, Watkins Park, October 7, 2018			
c) Commission Service Awards Luncheon, Brookside Gardens, October 17, 2018			
d) Prince George’s County Budget Forums			
<b>4. Committee Minutes/Board Reports (For Information Only) (10:15)</b>			
a) Executive Committee Meeting – Open Session – September 17, 2018	(+) Page 9		
b) Executive Committee Meeting – Closed Session – September 17, 2018	(++)		
c) Employees’ Retirement System Board of Trustees Meeting Minutes September 11, 2018	(+) Page 12		
<b>5. Closed Session</b>			
Pursuant to the Maryland General Provisions Article of the Annotated Code of Maryland, Section 3-305(b)(7) and (9), a closed session is proposed to consult with counsel to obtain legal advice; and to conduct collective bargaining discussions, or consider matters that relate to the negotiations.			
<b>6. Action and Presentation Items (10:50)</b>			
a) Resolution #18-25 Re-appointment of Michael Strand to the Merit Board (King/Barney)	(+*) Page 17		
b) Resolution #18-26 Amendments to Employees’ Retirement System Plans B & E Purchases of Credited Service for Non-Represented Employees (Barney)	(+*) Page 19		
c) Resolution #18-27 \$31,500,000 Prince George’s County General Obligation Park Acquisition and Development Project Bonds, Series PGC-2018A (Zimmerman)	(+*) Page 20		
d) Resolution #18-28 \$15,000,000 Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2018A (Zimmerman)	(+*) Page 62		
e) Resolution #18-29 Town of Cottage City Mutual Aid and Reciprocal Enforcement Agreement (Dickerson/Johnson)	(+*)Page 103		
f) Resolution #18-30 Town of Colmar Manor Aid and Reciprocal Enforcement Agreement (Dickerson/Johnson)	(+*)Page 105		
g) Resolution #18-31 Amendment to Resolution #18-21 Employees’ Retirement System Plans B & E Surviving Spouse Benefit (Barney)	(+*)Page 123		
h) 2019 Group Insurance Rates (Spencer/McDonald)	(+*)Page 128		
i) CAS Labor Cost Allocation for FY20 (Kroll/Duong)	(+*)Page 143		
j) Annual Audit Report (Kenney/Dreyfuss)	(+) Page 148		
k) Recommended Amendments to MSRR Sick Leave Provisions, Ch. 1400 & 1600 (Bennett/Beckham)	(+*)Page 160		
l) Recommended Amendment to MSRR Annual Leave Carry-Over Prov, Sec. 1460 (Bennett/Beckham)	(+*)Page 175		

**7. Officers' Reports (12:20)**

- a) Executive Director's Report (For Information Only)  
Employee Evaluations Not Completed by Due Date (June and July 2018) (+) Page 181
- b) Secretary Treasurer (For Information Only)  
Investment Report June / July 2018 (+) Page 183  
115 Trust Annual Report (+) Page 193  
MFD 4<sup>th</sup> Quarter Purchasing Statistics for FY18 (+) Page 195
- c) General Counsel (For Information Only)  
Litigation Report July/August (+) Page 208

(+) Attachment

(++) Commissioners Only

(\*) Vote

(H) Handout

(LD) Late Delivery



Commission Meeting  
Open Session Minutes  
July 18, 2018

The Maryland-National Capital Park and Planning Commission met at the Montgomery Regional Office Auditorium in Silver Spring, Maryland.

PRESENT

Prince George's County Commissioners

Elizabeth M. Hewlett, Vice-Chair  
Dorothy Bailey  
William Doerner (arrived 9:57 a.m.)  
Manuel Geraldo

Montgomery County Commissioners

Casey Anderson, Chair (left at 10:29 a.m.)  
Gerald Cichy  
Tina Patterson  
Natali Fani-Gonzalez (arrived 9:43 a.m.)

NOT PRESENT

A. Shuanice Washington

Norman Dreyfuss

Chair Anderson convened the meeting at 9:33 a.m.

ITEM 1

APPROVAL OF COMMISSION AGENDA

ACTION: Motion of Hewlett to approve the Commission agenda  
Seconded by Geraldo  
6 approved the motion

ITEM 2

APPROVAL OF COMMISSION MINUTES

Open Session – May 10, 2018  
Open Session – June 20, 2018  
ACTION: Motion of Hewlett to approve the Commission minutes  
Seconded by Bailey  
6 approved the motion

ITEM 3

GENERAL ANNOUNCEMENTS

Chair Anderson made the following announcements:

**September is Hispanic Heritage Month**

**Montgomery Parks Speaker Series.** Montgomery Parks Director Riley spoke on the joint Montgomery Planning, Montgomery Parks and Montgomery County Department of Recreation speaker series, which was concluding today with a final presentation on the 11<sup>th</sup> Street Bridge Project, a Public Private Partnership in the District of Columbia.

**Introduction of new Montgomery County Park Police Chief Darryl McSwain.**

Director Riley gave Chief McSwain's background and thanked Cpt. George Coleman who acted as interim chief and other park police command staff to help run the division, and also thanked several other staff on the hiring and selection committee. Chief McSwain thanked the Commissioners, said he is happy to be with the agency. He has been meeting other division chiefs and has found them helpful and accommodating. He believes they will work well together. Chief McSwain spoke to some of the upcoming plans for the division, including training, outreach, park safety and visibility.



ITEM 4

COMMITTEE MINUTES/BOARD REPORTS (For Information Only)

- a) Executive Committee – Open Session – July 3, 2018
- b) Executive Committee – Closed Session – July 3, 2018
- c) Employees’ Retirement System Board of Trustees Meeting Minutes June 5, 2018

ITEM 5

ACTION AND PRESENTATION ITEMS (taken out of order)

- g) I-495 and I-270 Managed Lanes Study Briefing (Maryland Department of Transportation/State Highway Administration (MDOT-SHA))  
(Choplin/Folden/Brookman/Lewis)

R. Earl Lewis (MDOT), Lisa Choplin (MDOT), Jeff Folden, (MDOT), and Caryn Brookman (Blackwater Environmental) presented a power point briefing of their Managed Lanes Study.

Ms. Choplin gave background on Governor Hogan’s initiative toward addressing Maryland’s traffic congestion issues with the Traffic Relief Plan (TRP), and a substantial part of it, the I-495 & I-270 Managed Lanes Study. Ms. Choplin gave statistics on the metropolitan region’s traffic issues compared to the national average, which were rated poorly across all metrics. Part of the proposed solution is the I-495 & I-270 P3 (Public Private Partnership). This partnership would allow the private sector to design, build, finance, operate and maintain 70 miles of improvements to the Maryland Capital Beltway and a section of I-270, with significantly less or no government funding.

Ms. Brookman discussed the NEPA (National Environmental Policy Act) Process, and how it impacts the project. MDOT/SHA, along with the Federal Highway Administration (FHWA), is seeking public and agency input to its draft Purpose and Needs (P&N) statement and have developed a preliminary range of alternatives (along with screening criteria to evaluate the alternatives). After the preliminary alternatives are narrowed by end of 2018, they will conduct a full environmental and cultural impact statement of the alternatives retained for detailed study. The project schedule calls for a selection of the preferred alternative by mid-2019. Public hearings through the mandatory referral process will follow where they will accept more public input. A final environmental impact statement and final decision will be presented in a combined document in mid to late 2019, with the P3 proposed to be awarded in 2020.

Ms. Brookman then described the roles and responsibilities of Lead agencies, Cooperating agencies and Participating agencies. She also described the framework for the Interagency Working Group (IAWG), which facilitates sharing of data and timely and efficient resolution of environmental and regulatory issues. The M-NCPPC is one of nine Cooperating Agencies, and the project requires concurring input from the Cooperating agencies for P&N, Alternatives Retained for Permanent Study, and the Selected Alternative. SHA/MDOT meets with Cooperating and Participating agencies monthly, and schedules several public forums, two of which have already occurred, and have provided 620 comments. Major themes included support for the study, specific recommendations, or fixing congestion; statements/questions about tolls, the partnership with the private sector and environmental impacts; general support for transit improvements; questions on timeline and initial outreach.

Mr. Holden discussed the 15 Preliminary Alternatives, including variations within each (described in the power point). SHA will consider and screen these alternatives with their Screening Criteria -- high-level analysis, including engineering considerations, homeland security, movement of goods and services, financial viability, multi-modal connectivity and environmental considerations. Mr. Holden discussed the upcoming steps – evaluating input from public and environmental

agencies; screening the Preliminary Range of Alternatives to the Alternatives Retained for Detailed Study (ARDS); presenting the results of the analysis on the ARDS for public feedback to help inform MDOT SHA in identification of preferred alternative. Public and agency feedback is critical at this point in the process and will be used with SHA's Screening Criteria to consider and evaluate the Preliminary Range of Alternatives. Those retained will go through a more detailed study.

Mr. Holden offered to answer Commissioners' questions. Commissioners asked clarification questions on several different options, and several wanted to know the specific width requirements that were needed for each alternative. Commissioner Fani-Gonzalez noted that the study neglected to show which options would require taking property, if toll lanes would affect exit points along the study area and why the project appears so rushed. Ms. Choplin replied until the ARDS are identified, it would be irresponsible to cite width requirements, or assess environmental or property impacts. Mr. Holden said none of the alternatives with toll lanes would affect current lane widths.

Chair Anderson asked if MDOT could make publicly available cross-sections and widths of the various alternatives, to help people give feedback, saying people should know how much land will be needed for each alternative. Commissioner Patterson suggested MDOT could offer a range that a lane would be altered. Commissioners Fani-Gonzalez and Doerner concurred. Commissioner Cichy suggested a long-range analysis, and an approach from the perspective of being a good neighbor. Commissioner Cichy made suggestions to MDOT staff to consider other alternatives, particularly multi-modal transportation to minimize the community impact.

Earl Lewis of MDOT (joined the meeting at 10:27), added that this traffic relief plan fits in a larger context of long-range planning projects impacting traffic congestion in the region. Mr. Lewis said the National Transportation Planning Board (NTPB) is exploring five "big picture" projects, including Smart Lanes, Managed Lanes, Capital Projects, Rapid Transit, and an Express Toll Networks. Commissioner Cichy wanted to make sure the P3 vendor would not be able to oppose current or future improvements based on the affect it will have on their future revenue.

Commissioner Fani-Gonzalez called attention to the various alternatives that have no toll lanes. She stated that while this has been identified as a P3 project, several alternatives presented would not involve a private vendor or make money. Ms. Choplin replied that the NEPA requires that they consider various alternatives. Commissioner Fani-Gonzalez said MDOT may be required to add the alternatives, but they aren't real alternatives for a P3. Commissioner Gerlado asked what private engineering consulting firms are supporting the NEPA process, and if any have experience in rail options, to support the idea that lower-income individuals will not be able to use the toll lanes; and wanted to know how that issue would be resolved or if any consideration will be given to the issue. Ms. Choplin said MDOT is not able to answer that question at this point in the process, but they plan to take a balanced approach. Vice-Chair Hewlett said there is currently too much missing information for the Commission to make an objective evaluation of the project or address the equity issues.

Commissioner Bailey asked to clarify the dates and locations of upcoming public meetings, which Ms. Brookman provided. Vice-Chair Hewlett asked about the level of participation in the recent public presentations. Ms. Choplin replied that 117 people participated in, or attended their public presentations, but had not yet tabulated what percentage of the participants may have been local government officials versus private citizens.

Commissioner Cichy advised that MDOT needs to get community support in order to move forward. He also noted that money had been taken from Montgomery County's highway budget to fund other state projects, and he thinks this might be an opportunity to get some of that funding invested back into the County with one of these alternatives. Commissioner Patterson said she was curious how this will impact the work that is under way now along I-270, and she looks forward to more informational meetings. Commissioner Doerner noted the term "Luxury Lanes" has a negative connotation and advised MDOT to address that issue before it might be framed that way, by letting people know how lower-income citizens might be able to use the lanes with subsidies or other methods that can be tied to taxes or other refunds. Commissioner Doerner also wanted to know, in the event that the selected alternative is a toll road, would some of the revenues generated go to the road upkeep itself, the negative externalities and other environmental impacts. If so, MDOT should speak to people about how the revenue will benefit communities.

Vice-Chair Hewlett asked if MDOT would provide the M-NCPPC with the slides from their presentation. Commissioner Geraldo asked if MDOT could provide the objective standards that are being used to evaluate the preliminary alternatives, so the Commission could evaluate them as well. Ms. Choplin said MDOT would provide the requested information.

**FOLLOW UP:** MDOT staff is to provide Commissioners with a copy of their presentation, and the standards used to evaluate the preliminary alternatives.

- a) Resolution #18-18: Amendments to the 2013 Largo Town Center Approved Sector Plan (Checkley/Umeozulu). Passed without discussion.  
ACTION: Motion of Geraldo to approve Resolution #18-18  
Seconded by Bailey  
7 approved the motion
- b) Resolution #18-22: Washington Gas Light Easement (Sun). Passed without discussion.  
ACTION: Motion of Geraldo to approve Resolution #18-22  
Seconded by Patterson  
7 approved the motion
- c) Resolution #18-23: Approval of Fiscal Year 2018 Employer Contribution for retiree Group Health Insurance (Zimmerman/Barney). Passed without discussion.  
ACTION: Motion of Geraldo to approve Resolution #18-23  
Seconded by Patterson  
7 approved the motion
- d) Recommendations for Benefit Changes for Calendar Year 2019 (Spencer McDonald)  
Benefits Manager McDonald discussed changes to the employee benefit plans for calendar 2019 described in the packet, which included the change in cost share for the UHC EPO plan as well as broadening of coverage in some plans, and a cost savings to several plans by changing vendors based on a joint RFP with Montgomery County Government, Montgomery County Public Schools, Montgomery College and WSSC. Vice-Chair Hewlett gave general appreciation for the Benefits staff and consensus that the agency offered an excellent benefits package, saying the improvements to the benefits and wellness package are a benefit to the agency overall. Commissioner Patterson asked to clarify if employees will see a reduction in premiums, as well as the agency. Ms. McDonald confirmed that the life insurance, dental plan and vision plan rates would be reduced for employees and the Commission.  
ACTION: Motion of Geraldo to approve Benefits Changes  
Seconded by Patterson

7 approved the motion

At 11:30 am, Commissioner Geraldo moved to enter closed session. Patterson seconded, 7 approved the motion. The Commission went into Closed Session at 11:30 a.m. Open Session resumed at 11:43 a.m.

f) Resolution #18-21: Amendments to M-NCPPC Employees' Retirement System – Plans B&E Surviving Spouse Benefits (Non-Union) (Barney)

ACTION: Motion of Bailey to approve Resolution #18-21

Seconded by Geraldo

7 approved the motion

h) Executive Office Building (EOB) Feasibility Study Update (Gensler/Barney/Knaupe/Shearer)

Executive Director Barney thanked Commissioners Doerner and Dreyfuss for their help and input in getting to this point in the process. She requested direction for the EOB Feasibility Workgroup to finalize the selection requirements to produce a list of properties, five in Prince George's and five in Montgomery, which would meet those requirements. Bob Peck of Gensler presented a summary of his company's space analysis for CAS/EOB which included space needs, cost efficiency of purchasing versus leasing a building versus remaining at the current EOB building, staffing requirements and operational/renovation costs. Using a 10-year operating cost analysis, Gensler concluded that remaining at EOB is the highest cost versus renting or relocating via purchase. Executive Director Barney added if the operating analysis was extended to 20 years, there are additional benefits to purchasing.

Commissioner Geraldo asked if there was an analysis made of the impact to an existing economic development zone. Mr. Peck replied they did. Executive Director Barney asked Commissioners to consider a smaller district for the new EOB site (narrow from 10 miles to 3-5 miles from the county line), and consideration of other factors such as economic development zones and public transit. General Counsel Gardner added any proposed properties must be within the Metropolitan District, eliminating several independent municipalities. Commissioner Cichy asked if there was any opportunity for support from the state to grant surplus TOD (transit-oriented development) land from other projects for government/transportation use. Executive Director Barney said Commissioner Doerner suggested the agency consider M-NCPPC-owned property and could look into TOD options as well. Commissioner Geraldo asked if mixed-use buildings were considered, to allow the agency defer costs through other rentals to other governmental agencies or private sector. Executive Director Barney thanked the Commissioners for their support and said Gensler's team will suggest five properties within each county at the September Commission meeting. Commissioners could evaluate benefits, drawbacks and cost/savings at that time.

FOLLOW UP: Adding to consideration of the selection process:

- State support for granting surplus TOD land
- Cost/benefit of proximity to metro/mass transit
- Cost/benefit of proximity of economic development zones
- Consideration of mixed-use building for rental to government or commercial entities

Gensler will present detailed analysis to Commissioners at future meeting.

ACTION: Motion of Fani-Gonzalez support to proceed to next step of project

Seconded by Geraldo

7 approved the motion

- i) Resolution #18-24: Amendments to Collective Bargaining Agreements for Service/Labor, Office and Trades Units and Park Police Unit (Barney). Passed without discussion.


ACTION: Motion of Geraldo to approve Amendments  
Seconded by Patterson  
7 approved the motion


ITEM 6

OFFICERS' REPORTS

- a) Executive Director's Report (For information only)  
Employee Evaluations Not Completed by Due Date (June 2018)
- b) Secretary Treasurer (For Information only)  
Investment Report (April and May 2018)
- c) General Counsel (For information only)  
Litigation Report

There being no further business to discuss, the meeting ended at 12:14 p.m.

  
James F. Adams, Technical Writer (Acting)

  
Patricia Colihan Barney, Executive Director





**EXECUTIVE COMMITTEE MEETING MINUTES**

**September 17, 2018**

On September 17, 2018, the Maryland-National Capital Park and Planning Commission’s Executive Committee met in the 4<sup>th</sup> floor Executive Director conference room of the Executive Office Building in Riverdale, MD. Present were Chair Casey Anderson, Vice-Chair Elizabeth M. Hewlett and Executive Director Patricia Barney. Also present were:

Department Heads

- Andree Checkley, Director, Prince George’s County Planning
- Darin Conforti, Acting Director, Prince George’s County Parks and Recreation
- Adrian Gardner, General Counsel
- Mike Riley, Director, Montgomery County Parks
- Gwen Wright, Director, Montgomery County Planning
- Joseph Zimmerman, Secretary-Treasurer

Presenters/Staff

- Mazen Chilet, Chief Information Officer
- John Kroll, Corporate Budget Director
- William Spencer, Human Resources Director
- Anju Bennett, Corporate Policy and Management Operations Director
- Michael Beckham, Policy Manager
- Jennifer McDonald, Health and Benefits Manager
- Cynthia Henderson, Recruitment Manager

Executive Director Barney convened the meeting at 9:42 a.m.

**ITEM 1a – APPROVAL OF EXECUTIVE COMMITTEE AGENDA**

Discussion	The agenda was adopted without amendment.
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**ITEM 1b – APPROVAL OF COMMISSION MEETING AGENDA for July 18, 2018**

Discussion	<ul style="list-style-type: none"> <li>• Executive Director Barney will be absent for the September 26, 2018 Commission Meeting. Human Resources Director William Spencer will be acting</li> <li>• Secretary-Treasurer Joe Zimmerman requested to add Bond Resolutions 18-27 and 18-28 to the September Commission agenda</li> <li>• Two Prince George’s County Budget Forums in October</li> </ul>
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**ITEM 1c – ROLLING AGENDA FOR UPCOMING COMMISSION MEETINGS**

Discussion	<ul style="list-style-type: none"> <li>• Add Native American Festival to October and November Rolling agendas</li> <li>• Moving the EZ Procurement Fair Briefing to the Spring</li> </ul>
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**MISCELLANEOUS DISCUSSION/ANNOUNCEMENTS**

	<ul style="list-style-type: none"> <li>• Executive Director Barney announced her retirement from the M-NCPPC. Both Chairs congratulated her, wished her well and added their appreciation for all the hard work and successes for the agency over her career.</li> <li>• Vice-Chair Hewlett announced that CPMO Director Anju Bennett had returned part time, welcomed her return and wished her to know she had been in many peoples’ thoughts and prayers.</li> <li>• Vice-Chair Hewlett congratulated Joe Zimmerman and the Montgomery County Parks and Prince George’s County Parks and Recreation Departments for a very</li> </ul>
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	successful rating agencies' tour. Secretary-Treasurer Zimmerman expressed his thanks, agreed the trip went very well and said we received very positive feedback
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**ITEM 2 – MINUTES**

For information only	July 3, 2018 Executive Committee Meeting Open Session July 3, 2018 Executive Committee Meeting Closed Session
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**MEETING MOVED TO CLOSED SESSION AT 9:52 a.m.  
OPEN SESSION RESUMED AT 10:45 a.m.**

**ITEM4a – 2019 Group Insurance Rates (McDonald/Henderson).**


Discussion	<p>Ms. McDonald put in context the rate increases for UHC plans. Some of the information to be presented today was not yet available at the Department Heads' Meeting in August. Employees in United Health Care (UHC) plans will be facing significant increases in rates. In the past, we have utilized available fund balance to cushion some rate increases in the self-insured plans. Rates for UHC Exclusive Provider Organization (EPO) in 2018 were held flat and the UHC Point of Service (POS) was decreased by almost 10% as rates in the past appeared to be set too high generating more fund balance.</p> <p>Employees with the UHC EPO will be facing both an increase in employee cost sharing and a large rate increase. The main driver of the overall rate increase was a significant increase in large catastrophic claims and holding that rate flat in 2018 instead of increasing the rate by about 5%. In FY17 the cost for large claims for the UHC EPO was \$1.8m; it increased in FY18 to \$3.1m. Similarly, the cost of the UHC POS plan's large claims increased from \$1.6m to \$3.5m over the same period. Consequently, AON has estimated an increase in overall insurance cost for the plans of 22.9% for UHC EPO and 16.1% for UHC POS.</p> <p>Executive Director Barney has suggested using the Group Insurance Fund (GIF) to offset the UHC EPO plan increase from 22.9% to an 18%. She also recommended using the GIF to fund the two FY 19 holidays in the second half of the FY and one holiday in the first half of FY 20. Staff hopes that the size of the increase in catastrophic claims was an abnormality.</p> <p>Ms. McDonald reviewed premium rates changes for the 2019 calendar year. She explained how these rates applied to represented and non-represented employees. Ms. McDonald also reviewed non-medical/prescription plans and noted a reduction in premium rates for several of these plans. This is due to completion of several Requests for Proposals (RFPs). She also explained that Life Insurance Plan is one plan that will be seeing a decrease rates, and a temporary waiver of evidence of insurability to allow current employees to enroll in the plan.</p> <p>Director Wright suggested some ideas for communication of benefits information.</p>
Action/Follow up	Follow-up: Enhance visuals in the open enrollment packets to help clearly communicate changes and reasons.

**ITEM4b – CAS Labor Cost Allocation for FY20 (Kroll)**

Discussion	Budget Director John Kroll described recommended changes to update the labor cost percentages allocated to CAS department budgets between the counties. The recommendation is to adopt the result of this year's analysis and shift approximately \$81,000 in CAS costs from Prince George's County to Montgomery County.
Action/Follow up	Item will be presented to the Commission on September 26.

There being no further business to discuss, the meeting adjourned at 11:21 a.m.

  
James Adams, Senior Technical Writer

  
Patricia Colihan Barney, Executive Director





**REGULAR BOARD OF TRUSTEES MEETING  
MINUTES**

**Tuesday, July 10, 2018; 10:00 A.M.  
ERS/Merit Board Conference Room**

The Maryland-National Capital Park and Planning Commission Employees' Retirement System Board of Trustees met in the ERS/Merit Board Conference Room at its office in Riverdale, Maryland on Tuesday, July 10, 2018 and was called to order at 10:00 a.m. by CHAIRMAN HEWLETT.

**Board Members Present:**

1. Elizabeth M. Hewlett, Board of Trustees Chairman, Prince George's County Commissioner
2. Patricia Colihan Barney, CPA, M-NCPPC Executive Director, Ex-Officio
3. Howard Brown, FOP Represented Trustee
4. Pamela F. Gogol, Montgomery County Public Member (Out 12:15 p.m.)
5. Dr. Alicia J. Hart, Prince George's County Open Trustee (In 10:09 a.m.)
6. Rick Liu, Montgomery County Open Trustee
7. Amy Millar, MCGEO Represented Trustee
8. Sheila Morgan-Johnson, Prince George's County Public Member
9. Barbara Walsh, Bi-County Open Trustee
10. Joseph C. Zimmerman, CPA, M-NCPPC Secretary-Treasurer, Ex-Officio

**Board Member Not Present:**

11. Gerald R. Cichy, Board of Trustees Vice Chairman, Montgomery County Commissioner

ERS staff present: Andrea L. Rose, Administrator; Heather D. Brown, Senior Administrative Specialist; and, Sheila S. Joynes, Accounting Manager.

Presentations by: Wilshire Associates - Bradley A. Baker, Managing Director (in-person) and Daniel E. Ingram, Vice President (via conference call).

Others Present: Wilshire Associates - Martell McDuffy, Senior Analyst (via conference call).

**1. CONSENT AGENDA**

The following items are to be approved or accepted by vote on one motion unless a Board member requests separate consideration:

- A. Approval of the July 10, 2018 Board of Trustees Meeting Agenda
- B. Minutes of Regular Meeting, June 5, 2018
- C. Disbursements Granted Report – May 2018

**ACTION:** MS. BARNEY made a motion, seconded by MS. GOGOL to approve the Consent Agenda, as submitted. The motion PASSED unanimously (9-0). (Motion #18-32)

**2. CHAIRMAN'S ITEMS**

- A. Board of Trustees Conference Summary
  - i. MAPS Conference Report by Patricia Colihan-Barney, Elizabeth Hewlett and Gerald Cichy
  - ii. NCPERS Conference Report by Andrea L. Rose

CHAIRMAN HEWLETT noted the conference reports for the Board's perusal.

**3. MISCELLANEOUS**

No miscellaneous reported.

**4. REPORT OF THE ADMINISTRATOR**

Presentation by Administrator, Andrea L. Rose

A. Administrator's Report dated June 26, 2018

Andrea Rose presented the Administrator's Report dated June 26, 2018.

Ms. Rose noted the September Board of Trustees Meeting was scheduled for September 4<sup>th</sup>, the day after Memorial Day. Many Trustees noted a conflict with September 4, 2018. The Board Agreed to move the meeting to September 11, 2018.

In 2005, the ERS and Commission entered a Memorandum of Understanding (MOU) to improve information technology support for the ERS. Given the new organizational structure of the Commission's technology department and potential retirement of ERS staff, a review of the MOU is underway with the Commission's Chief Information Officer, Mazen Chilet. Ms. Rose anticipates recommending revisions to the MOU in the fall of 2018.

DR. HART arrived at 10:09 a.m.

**5. COMMITTEE REPORTS/RECOMMENDATIONS**

A. Investment Monitoring Group Committee

Presentation by Committee Chairman, Sheila Morgan-Johnson

i. Regular Report of June 19, 2018

MS. MORGAN-JOHNSON presented the Investment Monitoring Group's (IMG) Regular Report of June 19, 2018 and highlighted the performance review for J.P. Morgan which has struggled for the last 2-3 years. June 2018 performance is looking better and the portfolio is beginning to act as expected, according to J.P. Morgan.

The IMG discussed securities lending with Northern Trust via conference call. MS. MORGAN-JOHNSON requested several follow-up items from Northern Trust for the IMG's review at the September 2018 IMG meeting.

B. Administration & Personnel Oversight Committee

Presentation by Committee Chairman, Barbara Walsh

i. Regular Report of June 19, 2018

MS. WALSH presented the Administration & Personnel Oversight (Personnel) Committee's Regular Report of June 19, 2018.

The Personnel Committee agreed the self-assessments were too long for trustees. MS. WALSH and Ms. Rose agreed to consolidate questions and streamline the self-assessments which will be revisited at the Personnel Committee's September 2018 meeting.

The Personnel Committee reviewed trustee's training records to determine whether all trustees have satisfied the Trustee Training Requirements. Some trustees may be required to attend a conference by year end.

- C. Audit Committee
  - Presentation by Committee Chairman, Barbara Walsh
    - i. Regular Report of June 19, 2018

MS. WALSH presented the Audit Committee's Regular Report of June 19, 2018.

The Audit Committee met with S.B. & Company's William Seymour, CPA, Engagement Partner and Chris Lehman to discuss the engagement scope, audit plans and timing, audit approach, and new accounting standards. Key audit areas include participant data completeness and accuracy of census data provided to the actuary, actuarial assumptions, the contribution process, cash disbursement process, investment valuation process, investment concentration and the benefit payment process.

#### 6. **CLOSED SESSION**

The Board met in Closed Session, pursuant to the General Provisions Article of the Annotated Code of Maryland Section 3-305(b)(13) to comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosure about a particular proceeding or matter; to discuss matters that are subject to Section 4-335 of the General Provisions Article of the Maryland Annotated Code, which prevents public disclosure of confidential commercial or financial information; and Section 3-305(b)(14) to discuss, before a contract is awarded, a matter directly related to the contents of a proposal because public discussion or disclosure would adversely impact the ability of the ERS to participate in the competitive bidding or proposal process

At 10:20 a.m. CHAIRMAN HEWLETT requested a motion to go into Closed Session under authority of the General Provisions Article of the Annotated Code of Maryland Sections 3-305(b)(13) to discuss the investment of public funds regarding Wilshire Associates Conflict Checks Report, the Confidential Alternative Manager Valuation Policy Compliance Report, and the Aberdeen Standard Investments Real Assets Advisory Board Meeting Confidential Minutes with presentations by the Investment Monitoring Group Chairman, MS. MORGAN-JOHNSON, and the Aberdeen Advisory Board Member, MS. GOGOL, and, under authority of the General Provisions Article of the Annotated Code of Maryland Sections 3-305(b)(14) to discuss the evaluation of Actuarial Audit Services Proposals and Pension Software Administration Proposals with a presentation by the Administration & Personnel Oversight Committee Chairman, MS. WALSH.

**ACTION:** MS. GOGOL made the motion, seconded by MS. WALSH to go into Closed Session. The motion PASSED unanimously (10-0). (Motion #18-33)

During Closed Session, the Board of Trustees discussed the following matters:

1. The Investment Monitoring Group (IMG) Chairman, MS. MORGAN-JOHNSON, reported on the IMG's Closed Session Meeting Minutes of June 19, 2018.
2. The Administration & Personnel (Personnel) Committee Chairman, MS. WALSH, reported on the Personnel Committee's Closed Session Meeting Minutes of June 19, 2018.
3. The Board awarded the Actuarial Audit Contract to Cheiron.
4. The Aberdeen Advisory Board Member, MS. GOGOL, reported on the June 6, 2018 Aberdeen Standard Investments Real Assets Advisory Board Meeting Confidential Minutes.

At 10:35 a.m. CHAIRMAN HEWLETT requested a motion to leave Closed Session.

**ACTION:** MS. BARNEY made the motion, seconded by MS. GOGOL to leave Closed Session. The motion PASSED unanimously (10-0). (Motion #18-35)

**ACTION:** MS. WALSH made the motion, seconded by DR. HART to ratify the actions taken in Closed Session. The motion PASSED unanimously (10-0). (Motion #18-36)

## 7. MANAGER REPORTS/PRESENTATIONS

### A. Wilshire Associates

Presentations by Bradley A. Baker, Managing Director and Daniel E. Ingram, Vice President

#### i. ESG and Fixed Income Education Session

Daniel E. Ingram presented an education session on consideration of Environmental, Social and Governance (ESG) factors in the investment process. MS. MORGAN-JOHNSON said there are legal issues to consider with ESG and noted DC Retirement had the Groom Law Group present to the DC Board. Ms. Rose advised that the Groom Law Group agreed to conduct a session to discuss how ESG factors may be considered in the investment decision-making process to ensure compliance with fiduciary obligations. The Board agreed a presentation from the Groom Law Group would be helpful.


Bradley A. Baker presented a Fixed Income Market Overview and Landscape and Portfolio Exposure and Structure Analysis. Wilshire concluded the ERS' current fixed income portfolio is well diversified and efficient given the current exposure to multiple fixed income segments globally. The changes to the portfolio over the past five years particularly the inclusion of bank loans and increasing yield through illiquid strategies has resulted in top quartile investment performance over all trailing cumulative periods.

Wilshire's structure analysis considered standalone allocations to global investment grade bonds and emerging market debt ("EMD"). The analysis suggested the fixed income portfolio could benefit from implementing a dedicated EMD allocation and/or increasing the allocation to bank/senior loans. The Board agreed additional information is required. Wilshire's Brad Baker agreed to provide back tested analysis for 1 year and 2 years with the standalone allocations.

MS. GOGOL left the meeting at 12:15 p.m.

The Board of Trustees meeting of July 10, 2018 adjourned at 12:26 p.m.

Respectfully,

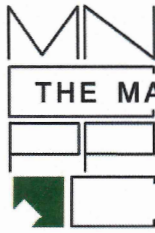


Heather D. Brown  
Senior Administrative Specialist



Andrea L. Rose  
Administrator

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THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

September 26, 2018

TO: The Commission

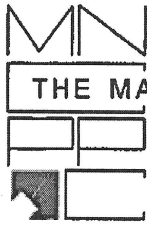
FROM: Patricia C. Barney, Executive Director

SUBJECT: Reappointment of Michael Strand to the Merit System Board

The Commission first appointed Mr. Michael Strand to fill a Merit System Board vacancy as a member on November 19, 2008 as part of the Commission's Resolution 11-01. His appointment was for a term of two (2) years effective December 1, 2008 through December 1, 2010. On January 19, 2011, he was re-appointed for a four (4) year term effective December 1, 2010 through December 1, 2014. In December 2014, he was re-appointed for a second four (4) year term effective December 2, 2014 through December 1, 2018.

In accordance with Chapter 200, Section 22 of the Merit System Rules and Regulations, I am recommending the reappointment of Mr. Michael Strand to a third four-year term as a member of the Merit System Board effective December 2, 2018 through December 1, 2022. All other terms and conditions of his contract remain the same.





THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

M-NCPPC RESOLUTION NO. 18-25  
September 26, 2018

MERIT SYSTEM BOARD MEMBER REAPPOINTMENT –  
MICHAEL STRAND

WHEREAS, pursuant to Section 16-103 of the Land Use Article of the Annotated Code of Maryland (“Land Use Article”) and the Merit System Rules and Regulations, the Maryland-National Capital Park and Planning Commission shall have the authority, obligation and responsibility to appoint a Merit System Board to oversee the Merit System; and,

WHEREAS, on December 1, 2008 the Commission appointed Mr. Michael Strand, Member for a term of two years effective December 1, 2008 through December 1, 2010;

WHEREAS, on January 19, 2011 the Commission reappointed Mr. Michael Strand, Member for a term of four years effective December 1, 2010 through December 1, 2014;

WHEREAS, on December 17, 2014 the Commission reappointed Mr. Michael Strand, Member of the Merit System Board for a term of four years effective December 2, 2014 through December 1, 2018;

WHEREAS, Mr. Strand has discharged the duties as a Member of the Merit System Board faithfully, and continues to meet the requirements in Section 16-103 of the Land Use Article for membership on the Merit System Board, including substantial knowledge and experience in personnel matters; and

WHEREAS, the Section 16-103 of the Land Use Article allows for the reappointment of Merit System Board Members at the pleasure of the Commission for a term of four years.

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby ratifies and memorializes the reappointment of Mr. Strand to the Merit System Board for an additional four-year term commencing on December 2, 2018 to December 1, 2022; and

BE IT FURTHER RESOLVED, that Mr. Strand's appointment to the Merit System Board shall be the same terms and conditions of his current contract, and/or as authorized by the Commission budget for each fiscal year.

APPROVED AS TO LEGAL SUFFICIENCY

  
M-NCPPC Legal Department

Date 9/12/2018



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

M-NCPPC  
Resolution 18-26

AMENDMENTS TO MARYLAND-NATIONAL CAPITAL PARK AND PLANNING  
COMMISSION EMPLOYEES' RETIREMENT SYSTEM- PLANS B & E PURCHASES OF  
CREDITED SERVICE FOR NON-REPRESENTED EMPLOYEES

WHEREAS, the Maryland-National Capital Park and Planning Commission Employees' Retirement System (ERS) was established effective July 1, 1972 and amended from time to time; and

WHEREAS, the ERS currently consists of five (5) plans, Plans A, B, C, D and E, of which, Plans A, B and D are closed to new members; and

WHEREAS, Section 3 of the Plan Document reserves the right of the Maryland-National Capital Park and Planning Commission (Commission), as plan sponsor, to amend any or all of the provisions of the Plans from time to time, provided that, no amendments shall adversely affect benefits that have accrued prior to the effective date of any such amendments; and

WHEREAS, Plans B and E contain provisions for the purchase of credited service not to exceed a total of five years for certain qualifying time spent in public service and military service for employees represented by United Food and Commercial Workers, Local 1994, Municipal and County Government Employees' Organization (MCGEO); and

WHEREAS, Plan C contains specific provisions for the purchase of credited service for certain qualifying time spent in military service for Fraternal Order of Police Lodge #30 (FOP)-represented and non-represented employees participating in Plan C; and

WHEREAS, non-represented employees participating in Plans B and E are currently not afforded an option for the purchase of credited service;

WHEREAS, the Commission desires to maintain retirement benefit parity between its similarly situated represented and non-represented employees; and

WHEREAS, the Commission desires to extend the provisions for the purchase of credited service to non-represented employees participating in Plans B & E.



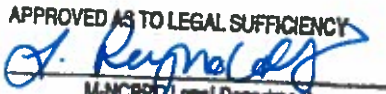
NOW THEREFORE, BE IT RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby modify the Plans B & E as follows:

1) Effective as of October 1, 2018, non-represented employees who participate in Plans B or E will be allowed a one-time option to purchase up to five (5) years of credited service for certain qualifying time spent in public service and military service on the same terms and conditions as MCGEO-represented employees, except

a) Non-represented employees who participate in Plans B or E and hired or appointed prior to January 1, 2019 will be able to exercise the option to purchase credited service one time either during the period between January 15, 2019 – February 14, 2019 or during the window 60 to 31 days immediately prior to the date of actual retirement; and

b) Non-represented employees (re-)hired or appointed on or after January 1, 2019, who enter Plan E or re-enter Plan B, will be able to exercise the option to purchase credited service one time either within 45 days of hire or during the window 60 to 31 days immediately prior to the date of actual retirement;

2) Non-represented employees who participate in Plans B or E who elect to exercise the option to purchase credited service pursuant to these terms are required to pay to ERS one hundred percent (100%) of the full cost (as determined by ERS' actuaries) of the credited service (i) in a lump sum within thirty (30) days of election, or (ii) in a number of equal installment payments not to exceed five (5) years from the date of election.

APPROVED AS TO LEGAL SUFFICIENCY  
  
M-NCPPC Legal Department  
Date 9/19/18

**RESOLUTION NO. 18-27**

**\$31,500,000**  
**Prince George’s County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series PGC-2018A**

**RECITALS**

The Maryland-National Capital Park and Planning Commission (the “Commission”) has determined to authorize the issuance of one or more series of its Prince George’s County General Obligation Park Acquisition and Development Project Bonds, Series PGC-2018A in an aggregate amount not to exceed \$31,500,000 (collectively, the “Bonds”), pursuant to Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”). The Commission is authorizing the issuance of the Bonds (1) to finance and refinance the cost of certain park acquisition and development projects in Prince George’s County, Maryland (the “Projects”) and (2) to pay the cost of issuance related to the Bonds.

The Bonds may be issued in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Commission or its authorized designee may determine is advisable in consultation with the financial advisor to the Commission and its bond counsel.

**BE IT RESOLVED BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION:**

**Section 1: Authorization of Bonds.** Acting pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article, the Commission hereby authorizes the

borrowing of a sum not to exceed \$31,500,000 and the evidencing of such borrowing by the issuance of one or more series of its Bonds in like aggregate principal amount, to be designated “Prince George’s County General Obligation Park Acquisition and Development Project Bonds, Series PGC-2018A”, or as further designated by the Secretary-Treasurer. The Bonds are being issued in order to provide funds (i) to pay the costs of the Projects and (ii) to pay, at the discretion of the Secretary-Treasurer, all or a portion of the cost of issuance of the Bonds.

**Section 2: Terms of the Bonds.**

(a) General Provisions. The Bonds shall be issued as fully registered bonds. The Commission hereby authorizes the Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, in consultation with its bond counsel and financial advisor, to determine and approve on behalf of the Commission the denominations, the form, terms and conditions, the method of determining the interest rates (variable or fixed), the maturity schedule, the redemption provisions, if any, the amount of the good faith deposit, if any, the dates and the terms and conditions of the sale and delivery of the Bonds, and all other terms, conditions and provisions relating to the issuance, sale and delivery of the Bonds, in accordance with the provisions of this Resolution.

The Bonds shall be numbered from No. R-1 upward, shall be dated and mature (subject to the right of prior redemption, if any) as determined by the Secretary-Treasurer, in the principal amounts approved by the Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, at or prior to the sale of the Bonds; provided however, that in no event shall the Bonds mature later than 50 years from the date of issue as required by Section 18-203(e) of the Land Use Article.

(b) Book-Entry. The Bonds shall initially be maintained under a book-entry system with The Depository Trust Company, New York, New York, or other securities depository, and shall be registered in the name of the nominee of such securities depository, all as more fully set forth in an official statement or offering memorandum with respect to the issuance and sale of the Bonds, *provided* the Secretary-Treasurer does not determine that it is in the best interest of

the Commission to initially maintain the Bonds under a system other than the book-entry system. The Secretary-Treasurer is hereby authorized to take all action necessary or appropriate to provide for the issuance of the Bonds in book-entry form, including (without limitation) execution of letters of representations with The Depository Trust Company, or such other securities depository. If in the judgment of the Secretary-Treasurer it is in the best interests of the Commission to maintain the Bonds or any series of the Bonds under a system other than the book-entry system or to discontinue the maintenance of the Bonds or any series of the Bonds under a book-entry system, the Secretary-Treasurer is hereby authorized to provide for the termination of the book-entry system, if necessary, and the delivery of printed certificates for such Bonds in lieu thereof. The Secretary-Treasurer may designate a different securities depository.

(c) County Guarantee. The Bonds shall be guaranteed as to payment of principal and interest by Prince George's County, Maryland ("Prince George's County"), as required by Section 18-204(d) of the Land Use Article, and such guaranty shall be endorsed on each bond certificate in the manner hereinafter provided as required by Section 18-204(d) of the Land Use Article.

(d) Interest Provisions. The Chairman or Vice Chairman and the Secretary-Treasurer shall determine and approve the method for setting the rates of interest for the Bonds. The rates of interest for the Bonds shall be as determined and approved by the Chairman or Vice Chairman and the Secretary-Treasurer to be in the best interest of the Commission. If the Bonds are competitively sold, the Bonds shall bear interest at the rate or rates for each maturity named by the successful bidder for the Bonds, in accordance with the terms of the Notice of Sale hereinafter adopted. Interest shall be payable on the dates (each an "Interest Payment Date") and in the manner determined by the Secretary-Treasurer. The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or from their date if no interest has been paid on the Bonds.

(e) Redemption Provisions. The Bonds may be subject to redemption at the times, upon the terms and conditions and at the redemption prices approved by the Chairman or Vice Chairman and the Secretary-Treasurer in consultation with the Commission's financial advisor and bond counsel, at or prior to the sale of the Bonds.

**Section 3: Execution.** The Bonds shall be signed by the manual or facsimile signature of the Chairman of the Commission and shall be attested by the manual or facsimile signature of the Secretary-Treasurer of the Commission. There shall be printed on each of the Bonds a facsimile of the seal of the Commission. In case any officer of the Commission whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, or in the case that any such officer shall take office subsequent to the date of issue of any such Bond, such signature or facsimile shall nevertheless be valid and sufficient for the purposes herein intended.

**Section 4: Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication of such Bond substantially in the form hereinafter adopted shall have been duly executed by the Registrar (hereinafter defined) and such executed certificate of the Registrar on such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Registrar. It shall not be necessary that the same officer or signatory of the Registrar sign the certificate of authentication for all the Bonds issued hereunder.

**Section 5: Payment of Bonds.** The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the time of payment. So long as the Bonds or any series of the Bonds are maintained under a book-entry system with The Depository Trust Company, principal of and premium, if any, and interest on such Bonds shall be payable to Cede & Co., as nominee of The Depository Trust Company, all as described in an official statement or offering memorandum related to such Bonds. If the book-entry system

for the Bonds or any series of the Bonds shall be discontinued in accordance with this Resolution, the principal of and premium, if any, on such Bonds shall be payable upon presentation thereof at a designated corporate trust office of a bank or other entity hereafter to be determined by the Secretary-Treasurer, which bank or other entity, or any successor thereof, shall be designated as paying agent for such Bonds (the "Paying Agent"). Interest on such Bonds shall be payable by wire transfer, check or draft mailed by the Paying Agent to the registered owners thereof as of the record date immediately preceding each Interest Payment Date (the "Record Date") at their addresses as they appear on the Bond Register (hereinafter defined) or to such other address as is furnished to the Paying Agent by a registered owner. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will act as the Paying Agent or designate a Paying Agent as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time.

When there is no existing default in the payment of interest on the Bonds, the person in whose name any Bond is registered on the Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner of the Bond on the relevant Record Date by virtue of having been such owner; and such Defaulted Interest shall be paid by the Paying Agent to the person in whose name the Bond is registered at the close of business on a date (the "Special Record Date") which shall be fixed by the Secretary-Treasurer in consultation with the Paying Agent and bond counsel. Defaulted Interest shall be paid to the persons in whose names the Bonds are registered on such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

**Section 6: Registration, Transfer or Exchange of Bonds.** The Commission shall cause to be kept at a designated corporate trust office of a bank or another designated entity hereafter to be determined by the Secretary-Treasurer, which shall be appointed the Registrar for the Bonds (the “Registrar”), a register (the “Bond Register”) for the registration of the transfer or exchange of any Bonds. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will serve as the Registrar or the Secretary-Treasurer may appoint a Registrar as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time. Each Bond shall be registered and transferred or exchanged in accordance with the terms and conditions with respect thereto set forth on the face of such Bond, the form of which is hereinafter adopted.

**Section 7: Cancellation of Bonds.** The Bonds paid at maturity or upon prior redemption shall be canceled and destroyed by the Bond Registrar in accordance with practices that are commonly used in the marketplace at that time and certificates of such action shall be transmitted to the Commission.

**Section 8: Form of Bonds.** The Bonds hereby authorized shall be in substantially the form attached hereto as Exhibit A, with appropriate insertions as therein set forth, which is hereby adopted by the Commission as the approved form of the obligations to be incurred by it, and all the covenants, conditions and representations contained in said form are hereby declared to be binding on the Commission and to constitute contracts between the Commission and the holders from time to time of the Bonds, said contracts to become binding when the Bonds are executed and delivered as herein authorized. Such form may be modified by the Secretary-Treasurer in accordance with the provisions of this Resolution, including but not limited to, modifications for the issuance of bonds in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Secretary-Treasurer may determine

advisable in consultation with the financial advisor to the Commission and its bond counsel and modifications to reflect the maintenance of the Bonds under a book-entry system or the termination of a book-entry system as provided herein.

**Section 9: Negotiated Sale.** The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by private negotiated sale on behalf of the Commission as authorized by Section 18-203(f) of the Land Use Article. The Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, in consultation with bond counsel and the financial advisor to the Commission, are hereby authorized to determine on behalf of the Commission the method for conducting such private negotiated sale. The Secretary-Treasurer is hereby authorized to solicit and accept proposals for the sale of such Bonds on a private, negotiated basis. The Secretary-Treasurer of the Commission is hereby authorized to negotiate an agreement for the purchase of such Bonds (the “Bond Purchase Agreement”), to be approved by the Secretary-Treasurer in consultation with the Planning Board of Prince George’s County, in accordance with the limitations set forth in this Resolution.

**Section 10: Public Sale; Notice of Sale.** The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by public competitive sale. In the event of a public sale, the Secretary-Treasurer is hereby authorized to advertise such sale by any electronic medium or financial journal or to publish a notice of sale or a summary thereof calling for bids for such Bonds in such other manner as the Secretary-Treasurer shall deem appropriate, such publication to be at least five days before the date for the receipt of bids. The Secretary-Treasurer is authorized to offer the Bonds or any series of the Bonds for sale by competitive bid and accept bids, including but not limited to electronic bids via such service provider as the Secretary-Treasurer deems appropriate and is approved by bond counsel to the Commission or the financial advisor to the Commission. Said notice of sale shall be substantially in the form of Exhibit B attached hereto, subject to such changes, insertions (including without limitation the insertion of the appropriate amounts and dates in the respective spaces provided therefor in such form) and amendments as the Secretary-Treasurer deems necessary and approves upon the



advice of bond counsel and the financial advisor to the Commission, the Secretary-Treasurer's publication of such notice to constitute conclusive evidence of the approval of the Secretary-Treasurer of all changes from the form set forth in Exhibit B. In lieu of publishing the entire notice of sale as set forth in Exhibit B in a financial journal or by electronic medium as above specified, the Secretary-Treasurer, upon the advice of the financial advisor to the Commission, may determine to publish a summary of said notice of sale.

**Section 11: Official Statement; Guaranty.**

(a) The Secretary-Treasurer may prepare a private placement memorandum, a preliminary official statement, a final official statement or another form of offering memorandum (collectively, the "Official Statement") and a notice of sale with respect to the issuance and sale of any series of the Bonds, including any financial and other information about the Commission, Prince George's County and Prince George's County, Maryland deemed appropriate by the Secretary-Treasurer.

(b) The Secretary-Treasurer is hereby authorized and directed to make all arrangements for the printing, execution and delivery of the Official Statement and certificates for any series of the Bonds.

(c) The Secretary-Treasurer is hereby authorized and directed to arrange with the County Executive of Prince George's County for the endorsement on the Bonds of the guarantee of the payment of the principal thereof and interest thereon, as herein outlined and as required by law. The Bonds shall not be delivered until after the endorsement of such guaranty thereon.

**Section 12: Use of Bond Proceeds.** The proceeds of the sale of the Bonds (i) shall be used to pay the costs of the Projects, and (ii) may be used to pay all or a portion of the issuance costs of the Bonds.

**Section 13: Tax Pledge.** The Commission hereby pledges its full faith and credit and the proceeds of the taxes required to be levied and collected for the Commission by Prince George's County under Section 18-304 of the Land Use Article, to the payment of the principal of and premium and interest on the Bonds as they become due.

The Commission covenants with each and every holder, from time to time, of the Bonds issued hereunder to allocate the proceeds of said taxes, as received, *pari passu*, to debt service on all outstanding bonds and notes issued by it, including this issue of Bonds, payable from said taxes, subject only to the prior rights of the holders of bonds of the Commission which are secured by a pledge of a specific portion of said tax. The Commission further covenants not to issue any additional bonds or notes payable from said taxes in excess of the limits prescribed, from time to time, by Section 18-203(d) of the Land Use Article.

With respect to the Bonds hereby authorized, the Commission covenants with the holders thereof annually to submit to Prince George's County a budget requesting levy of said taxes to produce the revenues to pay the debt service to which the revenues from said taxes is pledged hereby, and to take all action it legally can take to compel Prince George's County to levy taxes at rates sufficient for the purpose and to fulfill and perform its guarantee of the payment, when due, of the principal of and interest on the Bonds.

**Section 14: Tax and Arbitrage Covenants.** The Chairman or the Vice Chairman and the Secretary-Treasurer shall be the officers of the Commission responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). The Chairman or the Vice Chairman and the Secretary-Treasurer shall also be the officers of the Commission responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Commission (the "Section 148 Certificate") which complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended ("Section 148"), and the

applicable regulations thereunder (the “Arbitrage Regulations”), and such officials are hereby directed to execute the Section 148 Certificate and to deliver the same to bond counsel on the date of the issuance of the Bonds.

The Commission shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any moneys, securities or other obligations to the credit of any account of the Commission which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Commission covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Commission’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying officials’ knowledge, true and correct as of that date.

The Commission covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the Arbitrage Regulations. The Commission further covenants that it will comply with Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

The Commission further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officers, employees and agents of the Commission are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Commission’s compliance with, the covenants set forth in this Section.

The Chairman or Vice Chairman and the Secretary-Treasurer, on behalf of the Commission, may make such covenants or agreements in connection with the issuance of the Bonds as such official shall deem advisable in order to assure the registered owners of the Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Commission so long as the observance by the Commission of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Commission regarding compliance with the provisions of the Internal Revenue Code of 1986, as amended, as the Chairman or Vice Chairman and the Secretary-Treasurer shall deem advisable in order to assure the registered owners of the Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of the proceeds of the Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds.

**Section 15: Appointment of Trustee and other Service Providers.** The Secretary-Treasurer is hereby authorized to engage the services of a trustee, a registrar, a paying agent, a credit facility provider, a broker-dealer, a placement agent, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds.

**Section 16: Approval, Execution and Delivery of Documents.** The Secretary-Treasurer may prepare, as appropriate and shall submit for the approval of the Chairman or the Vice Chairman any agreement with a registrar, a paying agent, a trustee, credit facility provider, a placement agent, a broker-dealer, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds or any series of the Bonds (collectively, the “Transaction

Documents”). The Chairman or Vice Chairman is hereby authorized to execute and deliver, as appropriate, such Transaction Documents. The Chairman, Vice Chairman, Secretary-Treasurer and all other authorized officers of the Commission are hereby authorized to execute and deliver such other and further documents, certifications and forms as may be necessary, appropriate or advisable in order to effectuate the transaction authorized by this Resolution.

**Section 17: Continuing Disclosure Agreement.** The Secretary-Treasurer is expressly authorized to approve the form of, and execute and deliver on behalf of the Commission, a continuing disclosure agreement or certificate to assist bidders and/or underwriters in complying with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Section 18: Award of Bonds.** The Chairman or the Vice Chairman with prior consultation with the Planning Board of Prince George’s County, and the Secretary-Treasurer are hereby authorized with respect to the Bonds or any series of the Bonds to accept the best bid for such Bonds, reject all other bids for such Bonds, set the interest rates of such Bonds and set the maturity schedules and terms of redemption of the Bonds, in accordance with the limitations set forth in this Resolution.

**Section 19: Effective Date.** This Resolution shall take effect from the date of its passage.

I, JOSEPH C. ZIMMERMAN, the duly appointed, qualified and acting Secretary-Treasurer of The Maryland-National Capital Park and Planning Commission, do hereby certify that the foregoing is a true copy of Resolution No. 18-27, adopted by said Commission at a regular meeting thereof duly called and held on September 26, 2018.

I do further certify that Commissioners Anderson, Bailey, Cichy, Doerner, Dreyfuss, Fani-Gonzalez, Geraldo, Hewlett, Patterson and Washington were present. A motion to adopt was made and seconded. The Resolution was adopted unanimously.

I do further certify that said Resolution has not been amended and is still in force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of The Maryland-National Capital Park and Planning Commission, this \_\_\_\_th day of \_\_\_\_\_, 2018.

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Secretary-Treasurer

This is to certify that the foregoing is a true and correct copy of Resolution No. 18-27 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, with Commissioners Anderson, Bailey, Cichy, Doerner, Dreyfuss, Fani-Gonzalez, Geraldo, Hewlett, Patterson and Washington voting in favor of the motion, and Commissioners \_\_\_\_\_ absent during the vote, at its meeting held on September 26, 2018, in Riverdale, Maryland.

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Patricia Colihan Barney  
Executive Director

UNITED STATES OF AMERICA

STATE OF MARYLAND

No. R-\_\_\_\_\_

\$\_\_\_\_\_

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Prince George’s County  
General Obligation  
Park Acquisition and Development Project Bond,  
Series PGC-2018A

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
[_____], 2018	___% per annum	_____, 20__	_____

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

The Maryland-National Capital Park and Planning Commission (the “Commission”), a public body corporate, organized and existing under the laws of the State of Maryland, hereby acknowledges itself indebted for value received and, upon presentation and surrender hereof, promises to pay to the Registered Owner shown above, or his registered assigns, on the Maturity Date shown above, unless this bond shall have been called for prior redemption and payment of the redemption price made or provided for, the Principal Amount shown above, and to pay interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid on this bond, from the date of this bond, at the annual rate of interest set forth above, payable semi-annually on \_\_\_\_\_ 1/15 and \_\_\_\_\_ 1/15 each year, beginning \_\_\_\_\_ 1/15, 2019 (each an “Interest Payment Date”) until payment of such Principal Amount shall be discharged as provided in the Resolution (hereinafter defined), by wire transfer or check mailed by the Commission or banking institution or other entity designated as paying

agent by the Commission (the “Paying Agent”), or any successor thereto, to the person in whose name this bond is registered on the registration books maintained by the Registrar (identified herein) at the close of business on the [fifteenth day of the month immediately preceding each Interest Payment Date] [first day of the month in which such Interest Payment Date occurs] (the “Record Date”). Notwithstanding the preceding sentence, interest on this bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the owner of this Bond on the relevant Record Date by virtue of having been such owner and such interest shall be paid by the Paying Agent to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such interest, which shall be fixed as provided in the Resolution.

Principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America, at the time of payment. Principal and premium, if any, hereon will be payable upon presentation and surrender of this bond by the registered owner hereof in person or by his duly authorized attorney, at the designated office of the Paying Agent.

This bond is a general obligation of the Commission and of Prince George’s County, Maryland (the “County”), to the payment, in accordance with its terms, of the principal of and interest on which the Commission and the County hereby each pledge their respective full faith and credit and taxing power.

The principal of and premium and interest on this bond are payable in the first instance from mandatory limited annual ad valorem property taxes which the County is required by Section 18-304 of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”) to levy at a fixed rate against all property assessed for the purposes of county taxation in the portion of the Maryland-Washington Metropolitan District (the “District”) established by Title 19 of the Land Use Article located in the County. Section 18-209 of the Land Use Article provides that, if said mandatory tax is insufficient to pay the principal of and interest on this bond, the County shall levy an additional tax upon all assessable property within the portion of the District in the County, and, if the



proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency. By the guaranty endorsed hereon, the full faith and credit of the County is pledged to the payment, when due, of the principal of and interest on this bond.

This bond is one of an issue of bonds (the “Bonds”) each of a par value of \$5,000 or an integral multiple thereof in the aggregate principal amount of \$\_\_\_\_\_, numbered from No. R-1 upwards, all dated as of the Dated Date and all known as: “The Maryland-National Capital Park and Planning Commission Prince George’s County General Obligation Park Acquisition and Development Project Bonds, Series PGC-2018A”. Unless previously redeemed as herein provided, the Bonds mature and are payable in consecutive annual installments on \_\_\_\_\_ 1/15 in each of the years 2019 through 20\_\_\_, and bear interest payable on each Interest Payment Date until their respective maturities or prior redemption. The Bonds are issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article and in accordance with Resolution No. 18-\_\_ of the Commission duly adopted on \_\_\_\_\_, 2018 (the “Resolution”).

The Bonds which mature on or after \_\_\_\_\_ 1/15, 2029, are subject to redemption prior to their respective maturities, at the option of the Commission, in whole or in part in any order of their maturities, at any time on or after \_\_\_\_\_ 1/15, 2028, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the Bonds are called for redemption, the particular maturities to be redeemed shall be selected by the Commission. If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds to be redeemed from such maturity shall be selected by lot or other random means by the Paying Agent in such manner as the Paying Agent in its discretion may determine, provided that each \$5,000 of the principal amount of any Bond shall be treated as a separate Bond for this purpose.

Notice of call for redemption shall be delivered to the Depository (as defined herein) prior to the date fixed for redemption in accordance with the Depository's procedures. If the book-entry system is discontinued for the Bonds, a notice calling for redemption of the Bonds to be redeemed shall be mailed by the Commission as Paying Agent, postage prepaid, at least thirty (30) days prior to the date fixed for redemption (the "Redemption Date"), to all registered owners of Bonds to be redeemed, at their last addresses appearing on the registration books kept by the Registrar. Failure to deliver or mail any such notice, or any defect in such notice, or in the delivery or mailing thereof, shall not affect the validity of any redemption proceedings. Such notice shall specify the issue, the numbers and the maturities of the Bonds to be redeemed, which statement of numbers may be from one number to another, inclusive, the Redemption Date and the redemption price, any conditions to such redemption, and shall further state that on such date the Bonds called for redemption will be due and become payable at the offices of the Paying Agent, and that, from and after such date, interest thereon shall cease to accrue.

From and after the date fixed for redemption, if notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefore on such date, the Bonds so designated for redemption shall cease to bear interest. Upon presentation and surrender in compliance with such notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price. If not so paid on presentation thereof, such Bonds so called shall continue to bear interest at the rates expressed therein until paid.

This bond shall be registered as to principal and interest in the owner's name on the registration books kept for that purpose at the office of the Secretary-Treasurer or a designated office of the banking institution or other entity, or any successor thereto, designated by the Secretary-Treasurer (the "Registrar").

The transfer of this bond is registerable by the registered owner hereof in person or by his attorney or legal representative at a principal office of the Registrar upon surrender and cancellation of this bond together with a duly executed assignment in the form attached hereto

and satisfactory to the Registrar. Upon any such registration of transfer, the Registrar shall authenticate and deliver in exchange for this bond a registered Bond or Bonds registered in the name of the transferee of authorized denomination or denominations, in the aggregate principal amount equal to the principal amount of this bond or the unredeemed portion hereof, of the same maturity and bearing interest at the same rate. Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, bearing interest at the same rate, of other authorized denominations, at a principal office of the Registrar. The Commission and the Registrar may make a charge for every such exchange or transfer sufficient to reimburse it for any tax, fee, or other governmental charge, shipping charges and insurance required to be paid with respect to such exchange or transfer, and in addition, may charge a sum sufficient to reimburse them for expenses incurred in connection with such exchange or transfer. All Bonds surrendered in such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Registrar shall not be required to register the transfer of this bond or make any such exchange of this bond after the mailing of notice calling this bond or any portion hereof for redemption.

So long as all of the Bonds shall be maintained in Book-Entry Form with The Depository Trust Company or another securities depository (the "Depository"): (1) in the event that fewer than all Bonds of any one maturity shall be called for redemption, the Depository, and not the Registrar, will select the particular accounts from which Bonds or portions thereof will be redeemed in accordance with the Depository's standard procedures for redemption of obligations such as the Bonds; (2) in the event that part, but not all, of this bond shall be called for redemption, the holder of this bond may elect not to surrender this bond in exchange for a new bond in accordance with the provisions hereof and in such event shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto; and (3) payments of principal or redemption price of and interest on this bond shall be payable to the Depository or its assigns in accordance with the provisions of the Resolution. For all purposes, the principal amount of this bond outstanding at any time shall be equal to the lesser

of (A) the principal sum shown on the face hereof and (B) such principal sum reduced by the principal amount of any partial redemption of this bond following which the holder of this bond has elected not to surrender this bond in accordance with the provisions hereof. The failure of the holder hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy therein, shall not affect the payment obligation of the Commission hereunder. THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed, in full and strict compliance with the Constitution and laws of the State of Maryland and the proceedings of the Commission and of the County, and that the issue of bonds of which this bond is one, together with all other indebtedness of said Commission, and of the County, is within every debt and other limit prescribed by the Constitution and laws of said State.

IN WITNESS WHEREOF, The Maryland-National Capital Park and Planning Commission, in the State of Maryland, has caused this bond to be signed in its name by the signature of its Chairman and attested by the signature of its Secretary-Treasurer and has caused the facsimile of its corporate seal to be imprinted hereon, all as of Dated Date set forth above.

ATTEST:

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

\_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Chairman

(CORPORATE SEAL)

GUARANTY

The payment of interest when due, and of the principal on maturity, is guaranteed by Prince George's County, Maryland.

ATTEST:

PRINCE GEORGE'S COUNTY,  
MARYLAND

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
County Executive

(CORPORATE SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds issued under the provisions of and described in the within mentioned Resolution of The Maryland-National Capital Park and Planning Commission.

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_, 2018

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto  
(Please Insert Social Security or Other Identifying Number of Assignee) \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name and Address, Including Zip Code of Assignee)

\_\_\_\_\_  
the within bond and all rights thereunder, and does hereby constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ attorney to transfer the within bond on the books kept for the registration thereof,  
with full power of substitution in the premises.

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
(Signature of registered owner)  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

**PAYMENT GRID**

<b>Date of Payment</b>	<b>Principal Amount Paid</b>	<b>Principal Amount Outstanding</b>	<b>Holder Signature</b>



NOTICE OF SALE

\$ \_\_\_\_\_  
**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**Prince George’s County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series PGC-2018A**

**Electronic Bids only will be received until 11:00 a.m.,  
 Local Baltimore, Maryland Time, on \_\_\_\_\_, 2018**

by The Maryland-National Capital Park and Planning Commission (the “Commission”), for the purchase of the above-named issue of bonds (the “Bonds”) of the Commission, to be dated as of the date of their delivery and to be issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”) and a Resolution of the Commission adopted on \_\_\_\_\_, 2018. The Bonds will bear interest from the date of their delivery payable on each \_\_\_\_\_ 1/15 and \_\_\_\_\_ 1/15, commencing \_\_\_\_\_ 1/15, 2019 until maturity or prior redemption.

The payment of the principal of and interest on all of the Bonds will be unconditionally guaranteed by Prince George’s County, Maryland (the “County”).

**Maturities:** The Bonds will be separately numbered from No. R-1 upward, and will mature, subject to prior redemption, in consecutive annual installments on \_\_\_\_\_ 1/15 in the years and amounts set forth in the following table:

**MATURITY SCHEDULE**

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>
	\$		\$

**Book-Entry System:** The Bonds shall be issued only in fully registered form without coupons. One bond certificate representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each bond certificate shall be immobilized in the

custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC.

**Registrar and Paying Agent:** The Maryland-National Capital Park and Planning Commission will act as Registrar and Paying Agent for the Bonds.

**Security:** All of the Bonds will be general obligations of the Commission and of the County for the payment, in accordance with their terms, of the principal of and interest on which the Commission and the County will each pledge their respective full faith and credit and taxing power.

The Bonds will be payable as to both principal and interest first from limited ad valorem property taxes which the County is required by law to impose in the portion of the Maryland-Washington Metropolitan District (the "District") established by Title 19 of the Land Use Article located in the County and remit to the Commission. By its guarantee of the Bonds, the full faith and credit of the County is pledged, as required by law, for the payment of the principal thereof and interest thereon. To the extent that the aforesaid taxes imposed for the benefit of the Commission are inadequate in any year to pay such principal and interest, Section 18-209 of the Land Use Article provides that the County shall impose an additional tax upon all assessable property within the portion of the District in the County, and if the proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency.

**Redemption:** The Bonds which mature on or after \_\_\_\_\_ 1/15, 2029, are subject to redemption prior to their respective maturities at any time on or after \_\_\_\_\_ 1/15, 2028, at the option of the Commission, in whole or in part, in any order of maturities, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

**Electronic Bids:** Notice is hereby given that electronic proposals will be received via *[PARITY]*, in the manner described below, until 11:00 a.m., local Baltimore, Maryland time, on \_\_\_\_\_, 2018.

Bids may be submitted electronically pursuant to this Notice until 11:00 a.m., local Baltimore, Maryland time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *[PARITY]* conflict with this Notice, the terms of this Notice shall control. For further information about *[PARITY]*, potential bidders may contact *[PARITY]* at (212) 849-5021.

**Disclaimer:** Each prospective electronic bidder shall be solely responsible to submit its bid via *[PARITY]* as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access *[PARITY]* for the purpose of submitting its bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the Commission nor *[PARITY]* shall have any duty or obligation to provide or assure

access to [PARITY] to any prospective bidder, and neither the Commission nor [PARITY] shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, [PARITY]. The Commission is using [PARITY] as a communication mechanism, and not as the Commission's agent, to conduct the electronic bidding for the Bonds. The Commission is not bound by any advice and determination of [PARITY] to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via [PARITY] are the sole responsibility of the bidders; and the Commission is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the prospective bidder should telephone [PARITY] at (212) 849-5021 and notify the Commission's Financial Advisor, Davenport & Company LLC, by facsimile at (866) 932-6660 and by telephone at (410) 296-9426.

**Electronic Bidding Procedures:** Electronic bids must be submitted for the purchase of the Bonds (all or none) via [PARITY]. Bids will be communicated electronically to the Commission at 11:00 a.m. local Baltimore, Maryland time, on [\_\_\_\_\_], 2018. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via [PARITY], (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (3) withdraw its proposed bid. Once the bids are communicated electronically via [PARITY] to the Commission, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on [PARITY] shall constitute the official time.

**Bid Specifications:** Proposals for purchase of the Bonds must be for all of the Bonds herein described and must be submitted electronically pursuant to this Notice of Sale until 11:00 a.m. local Baltimore, Maryland time on [\_\_\_\_\_], 2018. Bidders must pay not less than par and not more than [105]% of par. In their proposals, bidders are requested to specify the annual rate or rates of interest to be borne by the Bonds. Bidders are requested to name the interest rate or rates in multiples of 1/8 or 1/20 of 1%. Bidders may specify more than one rate of interest to be borne by the Bonds, but all Bonds maturing on the same date must bear interest at the same rate. Bonds on successive maturity dates may bear the same interest rate. No Bond shall bear more than one rate of interest, which rate shall be uniform for the life of the Bond and no interest rate may be named that exceeds [5.50]%. The difference between the highest and lowest interest rates may not exceed [three] percent ([3.00]%).

**Award of Bonds:** The successful bidder will be determined based on the lowest interest cost to the Commission. The lowest interest cost shall be determined in accordance with the true interest cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the date of the Bonds, and to the price bid. Where the proposals of two or more bidders result in the same lowest interest cost, the Bonds may be apportioned between such bidders, but if this shall not be acceptable, the Commission shall have the right to award all of the Bonds to one bidder. The Commission reserves the right to reject any or all proposals and to waive any irregularities in any of the proposals. The Secretary-Treasurer's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as to its conformity to the

terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 p.m. local Baltimore, Maryland time on the sale date. All bids shall remain firm until an award is made.

**Good Faith Deposit:** The successful bidder is required to submit a good faith deposit in the amount of \$[\_\_\_\_\_] (the “Good Faith Deposit”) payable to the order of the Commission in the form of a wire transfer in federal funds as instructed by the Commission. The successful bidder shall submit the Good Faith Deposit not more than two hours after the verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the Commission the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the Commission may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to such bidder. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the Commission the sum of \$[\_\_\_\_\_] as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

*Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.*

The Good Faith Deposit so wired will be retained by the Commission until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the Good Faith Deposit will be retained by the Commission as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of this Notice of Sale and of its bid. No interest on the Good Faith Deposit will be paid by the Commission. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

**Establishment of Issue Price:** The successful bidder shall assist the Commission in establishing the issue price of the Bonds and shall execute and deliver to the Commission at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A-1 or Exhibit A-2, as applicable, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Commission and Bond Counsel. All actions to be taken by the Commission under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Commission by the Commission’s financial advisor identified herein and any notice or report to be provided to the Commission may be provided to the Commission’s financial advisor.

The Commission intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

(1) the Commission shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the Commission may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Commission anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

By submitting a bid, each bidder (i) confirms that its bid is a firm offer for the purchase of the Bonds identified in this Notice of Sale, on the terms set forth in its bid and this Notice of Sale, except as permitted by this Notice of Sale and (ii) represents that it has an established industry reputation for underwriting new issuances of municipal bonds.

In the event that the competitive sale requirements are not satisfied, the Commission shall so advise the successful bidder. The Commission may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Commission if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Commission shall promptly advise the successful bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Commission determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall promptly advise the Commission when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial

offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the successful bidder agrees to promptly report to the Commission the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The Commission acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Commission further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.



Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Commission (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Commission to the successful bidder.

**CUSIP Numbers; Expenses of the Bidder:** It is anticipated that CUSIP numbers will be assigned to each maturity of the Bonds, but neither the failure to type or print such numbers on any of the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. The successful bidder will be responsible for applying for and obtaining, subject to the CUSIP Service Bureau policy and procedures, CUSIP numbers for the Bonds promptly upon award of the bid. All expenses of typing or printing CUSIP numbers for the Bonds will be paid for by the Commission; provided the CUSIP Service Bureau charges for the assignment of the numbers shall be the responsibility of and shall be paid for by the successful bidder.

All charges of DTC and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Bonds.

**Official Statement:** Not later than seven (7) business days after the date of sale, the Commission will deliver to the successful bidder an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the successful bidder for the Bonds at or before the close of business on the date of the sale, the Commission will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds of such issue by the successful bidder therefor, if any, as may be specified and furnished in writing by such bidder (the “Reoffering

Information”). If no such information is specified and furnished by the successful bidder, the Official Statement will include the interest rate or rates on the Bonds resulting from the bid of such successful bidder. The successful bidder shall be responsible to the Commission and its officials for such Reoffering Information furnished by such bidder, and for all decisions made by such bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds. The successful bidder will also be furnished, without cost, with a reasonable number of copies of the Official Statement as determined by the Secretary-Treasurer (and any amendments or supplements thereto).

**Legal Opinion:** The Bonds described above will be issued and sold subject to approval as to legality by McGuireWoods LLP, Bond Counsel, whose approving opinion will be delivered, upon request, to the successful bidder for the Bonds without charge. Such opinion will be substantially in the form included in Appendix [ ] to the Preliminary Official Statement referred to below.

**Continuing Disclosure:** In order to assist bidders in complying with SEC Rule 15c2-12, the Commission will execute and deliver a continuing disclosure certificate on or before the date of issuance of the Bonds pursuant to which the Commission will undertake to provide certain information annually and notices of certain events. A description of this certificate is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

**Delivery and Payment:** It shall be a condition of the obligation of the successful bidder to accept delivery of and pay for the Bonds, that, simultaneously with or before delivery and payment for the Bonds, said bidder shall be furnished, without cost, with a certificate of the Secretary-Treasurer of the Commission to the effect that, to the best of his knowledge, the Official Statement and any amendment or supplement thereto (except for the Reoffering Information provided by the successful bidder, as to which no view will be expressed) does not contain, as of the date of sale and as of the date of delivery of the Bonds, any untrue statement of a material fact, required to be stated or necessary to be stated, to make such statements, in light of the circumstances under which they were made, not misleading.

If the Commission advises the bidders that the bid for the Bonds constitutes a Qualified Competitive Bid, the winning bidder shall be required to provide to the Commission information to establish the initial expected offering prices for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to Bond Counsel in substantially the form set forth in [Exhibit A-1 to this Notice of Sale], with appropriate completions, amendments and attachments.

If the Commission advises the bidders that the bid for the Bonds constitutes a Nonqualified Competitive Bid, the winning bidder shall be required to provide to the Commission information and assurances to establish the initial sale prices or the initial offering prices, as applicable, for each maturity of the Bonds for federal income tax purposes by completing a certification acceptable to Bond Counsel in substantially the form set forth in [Exhibit A-2 to this Notice of Sale], with appropriate completions, omissions and attachments.

Delivery of the Bonds, at the Commission’s expense, will be made by the Commission to the purchaser on \_\_\_\_\_, 2018, or as soon as practicable thereafter, through the facilities



of DTC in New York, New York, and, thereupon, said purchaser will be required to accept delivery of the Bonds purchased and pay the balance of the purchase price thereon in federal or other immediately available funds. The Bonds will be accompanied by the customary closing documents including a no-litigation certificate effective as of the date of delivery.

**Contacts:** A preliminary official statement, which is in form “deemed final” as of its date by the Commission for purposes of SEC Rule 15c2-12 (the “Preliminary Official Statement”) but is subject to revision, amendment and completion in the final official statement (the “Official Statement”), together with this Notice of Sale, may be obtained from Joseph C. Zimmerman, Secretary-Treasurer, The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, (301) 454-1540 or Davenport & Company LLC, 8600 LaSalle Road, Suite 618, Towson, Maryland 21286-2011, (410) 296-9426.

**Right to Change Notice of Sale and Postpone Offering:** The Commission reserves the right to change the Notice of Sale and to postpone, from time to time, the date established for the receipt of bids. In the event of a postponement, the new date and time of sale will be announced via TM3 News Service at least 24 hours prior to the time proposals are to be submitted. On any such alternative sale date, bidders may submit electronic bids for the purchase of the Bonds in conformity with the provision of this Notice of Sale, except for any changes to this Notice of Sale, the change of the date of sale and the changes described in the next sentence. If the date fixed for receipt of bids is postponed, the expected date of delivery of the Bonds also may be postponed. Such changes, if any, will be announced via TM3 News Service at the time any alternative sale date is announced.

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

By: \_\_\_\_\_  
Chairman

**\$31,500,000**  
**Prince George's County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series PGC-2018A**

**ISSUE PRICE CERTIFICATE**  
**(Qualified Competitive Bid)**

The undersigned, on behalf of [NAME OF PURCHASER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Issuer* means The Maryland-National Capital Park and Planning Commission.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

SCHEDULE A  
Expected Offering Prices of the Bonds

SCHEDULE B  
Copy of Bid

**\$31,500,000**  
**Prince George's County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series PGC-2018A**

**ISSUE PRICE CERTIFICATE**  
**(Nonqualified Competitive Bid)**

The undersigned, on behalf of [NAME OF PURCHASER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the 10% Maturities.*** As of the date of this Certificate, for each Maturity of the 10% Maturities Bonds, the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Undersold Maturities.***

(a) Each Underwriter offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule B (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule C.

(b) As set forth in the Notice of Sale and bid award, each Underwriter has agreed in writing that, (i) for each Maturity of the Undersold Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so (the "hold-the-price rule") and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms.***

(a) ***10% Maturities*** means those Maturities of the Bonds shown in Schedule A hereto as the "10% Maturities."

(b) ***Issuer*** means The Maryland-National Capital Park and Planning Commission.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([\_\_\_\_\_,2018]), or (ii) the date on which the Purchaser has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018.

(g) *Substantial Amount* means ten percent (10%).

(h) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule B hereto as the “Undersold Maturities.”

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as

Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

SCHEDULE A  
Sale Prices of the 10% Maturities



**SCHEDULE B**  
**Initial Offering Prices of the Undersold Maturities**

SCHEDULE C  
Pricing Wire

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**RESOLUTION NO. 18-28**

**\$15,000,000  
Montgomery County  
General Obligation  
Park Acquisition and Development Project Bonds,  
Series MC-2018A**

**RECITALS**

The Maryland-National Capital Park and Planning Commission (the “Commission”) has determined to authorize the issuance of one or more series of its Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2018A in an aggregate amount not to exceed \$15,000,000 (collectively, the “Bonds”), pursuant to Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”). The Commission is authorizing the issuance of the Bonds (1) to finance and refinance the cost of certain park acquisition and development projects in Montgomery County, Maryland (the “Projects”) and (2) to pay the cost of issuance related to the Bonds.

The Bonds may be issued in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Commission or its authorized designee may determine is advisable in consultation with the financial advisor to the Commission and its bond counsel.

**BE IT RESOLVED BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION:**

**Section 1: Authorization of Bonds.** Acting pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article, the Commission hereby authorizes the

borrowing of a sum not to exceed \$15,000,000 and the evidencing of such borrowing by the issuance of one or more series of its Bonds in like aggregate principal amount, to be designated “Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2018A”, or as further designated by the Secretary-Treasurer. The Bonds are being issued in order to provide funds (i) to pay the costs of the Projects and (ii) to pay, at the discretion of the Secretary-Treasurer, all or a portion of the cost of issuance of the Bonds.

**Section 2: Terms of the Bonds.**

(a) General Provisions. The Bonds shall be issued as fully registered bonds. The Commission hereby authorizes the Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, in consultation with its bond counsel and financial advisor, to determine and approve on behalf of the Commission the denominations, the form, terms and conditions, the method of determining the interest rates (variable or fixed), the maturity schedule, the redemption provisions, if any, the amount of the good faith deposit, if any, the dates and the terms and conditions of the sale and delivery of the Bonds, and all other terms, conditions and provisions relating to the issuance, sale and delivery of the Bonds, in accordance with the provisions of this Resolution.

The Bonds shall be numbered from No. R-1 upward, shall be dated and mature (subject to the right of prior redemption, if any) as determined by the Secretary-Treasurer, in the principal amounts approved by the Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, at or prior to the sale of the Bonds; provided however, that in no event shall the Bonds mature later than 50 years from the date of issue as required by Section 18-203(e) of the Land Use Article.

(b) Book-Entry. The Bonds shall initially be maintained under a book-entry system with The Depository Trust Company, New York, New York, or other securities depository, and shall be registered in the name of the nominee of such securities depository, all as more fully set forth in an official statement or offering memorandum with respect to the issuance and sale of the Bonds, *provided* the Secretary-Treasurer does not determine that it is in the best interest of

the Commission to initially maintain the Bonds under a system other than the book-entry system. The Secretary-Treasurer is hereby authorized to take all action necessary or appropriate to provide for the issuance of the Bonds in book-entry form, including (without limitation) execution of letters of representations with The Depository Trust Company, or such other securities depository. If in the judgment of the Secretary-Treasurer it is in the best interests of the Commission to maintain the Bonds or any series of the Bonds under a system other than the book-entry system or to discontinue the maintenance of the Bonds or any series of the Bonds under a book-entry system, the Secretary-Treasurer is hereby authorized to provide for the termination of the book-entry system, if necessary, and the delivery of printed certificates for such Bonds in lieu thereof. The Secretary-Treasurer may designate a different securities depository.

(c) County Guarantee. The Bonds shall be guaranteed as to payment of principal and interest by Montgomery County, Maryland (“Montgomery County”), as required by Section 18-204(c) of the Land Use Article, and such guaranty shall be endorsed on each bond certificate in the manner hereinafter provided as required by Section 18-204(c) of the Land Use Article.

(d) Interest Provisions. The Chairman or Vice Chairman and the Secretary-Treasurer shall determine and approve the method for setting the rates of interest for the Bonds. The rates of interest for the Bonds shall be as determined and approved by the Chairman or Vice Chairman and the Secretary-Treasurer to be in the best interest of the Commission. If the Bonds are competitively sold, the Bonds shall bear interest at the rate or rates for each maturity named by the successful bidder for the Bonds, in accordance with the terms of the Notice of Sale hereinafter adopted. Interest shall be payable on the dates (each an “Interest Payment Date”) and in the manner determined by the Secretary-Treasurer. The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or from their date if no interest has been paid on the Bonds.

(e) Redemption Provisions. The Bonds may be subject to redemption at the times, upon the terms and conditions and at the redemption prices approved by the Chairman or Vice

Chairman and the Secretary-Treasurer in consultation with the Commission's financial advisor and bond counsel, at or prior to the sale of the Bonds.

**Section 3: Execution.** The Bonds shall be signed by the manual or facsimile signature of the Chairman of the Commission and shall be attested by the manual or facsimile signature of the Secretary-Treasurer of the Commission. There shall be printed on each of the Bonds a facsimile of the seal of the Commission. In case any officer of the Commission whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, or in the case that any such officer shall take office subsequent to the date of issue of any such Bond, such signature or facsimile shall nevertheless be valid and sufficient for the purposes herein intended.

**Section 4: Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication of such Bond substantially in the form hereinafter adopted shall have been duly executed by the Registrar (hereinafter defined) and such executed certificate of the Registrar on such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Registrar. It shall not be necessary that the same officer or signatory of the Registrar sign the certificate of authentication for all the Bonds issued hereunder.

**Section 5: Payment of Bonds.** The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the time of payment. So long as the Bonds or any series of the Bonds are maintained under a book-entry system with The Depository Trust Company, principal of and premium, if any, and interest on such Bonds shall be payable to Cede & Co., as nominee of The Depository Trust Company, all as described in an official statement or offering memorandum related to such Bonds. If the book-entry system for the Bonds or any series of the Bonds shall be discontinued in accordance with this Resolution, the principal of and premium, if any, on such Bonds shall be payable upon

presentation thereof at a designated corporate trust office of a bank or other entity hereafter to be determined by the Secretary-Treasurer, which bank or other entity, or any successor thereof, shall be designated as paying agent for such Bonds (the "Paying Agent"). Interest on such Bonds shall be payable by wire transfer, check or draft mailed by the Paying Agent to the registered owners thereof as of the record date immediately preceding each Interest Payment Date (the "Record Date") at their addresses as they appear on the Bond Register (hereinafter defined) or to such other address as is furnished to the Paying Agent by a registered owner. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will act as the Paying Agent or designate a Paying Agent as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time.

When there is no existing default in the payment of interest on the Bonds, the person in whose name any Bond is registered on the Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner of the Bond on the relevant Record Date by virtue of having been such owner; and such Defaulted Interest shall be paid by the Paying Agent to the person in whose name the Bond is registered at the close of business on a date (the "Special Record Date") which shall be fixed by the Secretary-Treasurer in consultation with the Paying Agent and bond counsel. Defaulted Interest shall be paid to the persons in whose names the Bonds are registered on such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

**Section 6: Registration, Transfer or Exchange of Bonds.** The Commission shall cause to be kept at a designated corporate trust office of a bank or another designated entity hereafter to be determined by the Secretary-Treasurer, which shall be appointed the Registrar for the Bonds (the “Registrar”), a register (the “Bond Register”) for the registration of the transfer or exchange of any Bonds. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will serve as the Registrar or the Secretary-Treasurer may appoint a Registrar as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time. Each Bond shall be registered and transferred or exchanged in accordance with the terms and conditions with respect thereto set forth on the face of such Bond, the form of which is hereinafter adopted.

**Section 7: Cancellation of Bonds.** The Bonds paid at maturity or upon prior redemption shall be canceled and destroyed by the Bond Registrar in accordance with practices that are commonly used in the marketplace at that time and certificates of such action shall be transmitted to the Commission.

**Section 8: Form of Bonds.** The Bonds hereby authorized shall be in substantially the form attached hereto as Exhibit A, with appropriate insertions as therein set forth, which is hereby adopted by the Commission as the approved form of the obligations to be incurred by it, and all the covenants, conditions and representations contained in said form are hereby declared to be binding on the Commission and to constitute contracts between the Commission and the holders from time to time of the Bonds, said contracts to become binding when the Bonds are executed and delivered as herein authorized. Such form may be modified by the Secretary-Treasurer in accordance with the provisions of this Resolution, including but not limited to, modifications for the issuance of bonds in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Secretary-Treasurer may determine advisable in consultation with the financial advisor to the Commission and its bond counsel and modifications to reflect the maintenance of the Bonds under a book-entry system or the termination of a book-entry system as provided herein.



**Section 9: Negotiated Sale.** The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by private negotiated sale on behalf of the Commission as authorized by Section 18-203(f) of the Land Use Article. The Chairman or Vice Chairman and the Secretary-Treasurer of the Commission, in consultation with bond counsel and the financial advisor to the Commission, are hereby authorized to determine on behalf of the Commission the method for conducting such private negotiated sale. The Secretary-Treasurer is hereby authorized to solicit and accept proposals for the sale of such Bonds on a private, negotiated basis. The Secretary-Treasurer of the Commission is hereby authorized to negotiate an agreement for the purchase of such Bonds (the “Bond Purchase Agreement”), to be approved by the Secretary-Treasurer in consultation with the Planning Board of Montgomery County, in accordance with the limitations set forth in this Resolution.

**Section 10: Public Sale; Notice of Sale.** The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by public competitive sale. In the event of a public sale, the Secretary-Treasurer is hereby authorized to advertise such sale by any electronic medium or financial journal or to publish a notice of sale or a summary thereof calling for bids for such Bonds in such other manner as the Secretary-Treasurer shall deem appropriate, such publication to be at least five days before the date for the receipt of bids. The Secretary-Treasurer is authorized to offer the Bonds or any series of the Bonds for sale by competitive bid and accept bids, including but not limited to electronic bids via such service provider as the Secretary-Treasurer deems appropriate and is approved by bond counsel to the Commission or the financial advisor to the Commission. Said notice of sale shall be substantially in the form of Exhibit B attached hereto, subject to such changes, insertions (including without limitation the insertion of the appropriate amounts and dates in the respective spaces provided therefor in such form) and amendments as the Secretary-Treasurer deems necessary and approves upon the advice of bond counsel and the financial advisor to the Commission, the Secretary-Treasurer’s publication of such notice to constitute conclusive evidence of the approval of the Secretary-Treasurer of all changes from the form set forth in Exhibit B. In lieu of publishing the entire

notice of sale as set forth in Exhibit B in a financial journal or by electronic medium as above specified, the Secretary-Treasurer, upon the advice of the financial advisor to the Commission, may determine to publish a summary of said notice of sale.

**Section 11: Official Statement; Guaranty.**

(a) The Secretary-Treasurer may prepare a private placement memorandum, a preliminary official statement, a final official statement or another form of offering memorandum (collectively, the “Official Statement”) and a notice of sale with respect to the issuance and sale of any series of the Bonds, including any financial and other information about the Commission, Montgomery County and Montgomery County, Maryland deemed appropriate by the Secretary-Treasurer.

(b) The Secretary-Treasurer is hereby authorized and directed to make all arrangements for the printing, execution and delivery of the Official Statement and certificates for any series of the Bonds.

(c) The Secretary-Treasurer is hereby authorized and directed to arrange with the County Executive of Montgomery County for the endorsement on the Bonds of the guarantee of the payment of the principal thereof and interest thereon, as herein outlined and as required by law. The Bonds shall not be delivered until after the endorsement of such guaranty thereon.

**Section 12: Use of Bond Proceeds.** The proceeds of the sale of the Bonds (i) shall be used to pay the costs of the Projects, and (ii) may be used to pay all or a portion of the issuance costs of the Bonds.

**Section 13: Tax Pledge.** The Commission hereby pledges its full faith and credit and the proceeds of the taxes required to be levied and collected for the Commission by Montgomery County under Section 18-304 of the Land Use Article, to the payment of the principal of and premium and interest on the Bonds as they become due.

The Commission covenants with each and every holder, from time to time, of the Bonds issued hereunder to allocate the proceeds of said taxes, as received, *pari passu*, to debt service on all outstanding bonds and notes issued by it, including this issue of Bonds, payable from said

taxes, subject only to the prior rights of the holders of bonds of the Commission which are secured by a pledge of a specific portion of said tax. The Commission further covenants not to issue any additional bonds or notes payable from said taxes in excess of the limits prescribed, from time to time, by Section 18-203(d) of the Land Use Article.

With respect to the Bonds hereby authorized, the Commission covenants with the holders thereof annually to submit to Montgomery County a budget requesting levy of said taxes to produce the revenues to pay the debt service to which the revenues from said taxes is pledged hereby, and to take all action it legally can take to compel Montgomery County to levy taxes at rates sufficient for the purpose and to fulfill and perform its guarantee of the payment, when due, of the principal of and interest on the Bonds.

**Section 14:** **Tax and Arbitrage Covenants.** The Chairman or the Vice Chairman and the Secretary-Treasurer shall be the officers of the Commission responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). The Chairman or the Vice Chairman and the Secretary-Treasurer shall also be the officers of the Commission responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Commission (the “Section 148 Certificate”) which complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (“Section 148”), and the applicable regulations thereunder (the “Arbitrage Regulations”), and such officials are hereby directed to execute the Section 148 Certificate and to deliver the same to bond counsel on the date of the issuance of the Bonds.

The Commission shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any moneys, securities or other obligations to the credit of any account of the Commission which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Commission covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the

Commission's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying officials' knowledge, true and correct as of that date.

The Commission covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. The Commission further covenants that it will comply with Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

The Commission further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officers, employees and agents of the Commission are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Commission's compliance with, the covenants set forth in this Section.

The Chairman or Vice Chairman and the Secretary-Treasurer, on behalf of the Commission, may make such covenants or agreements in connection with the issuance of the Bonds as such official shall deem advisable in order to assure the registered owners of the Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Commission so long as the observance by the Commission of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Commission regarding compliance with the provisions of the Internal Revenue Code of 1986, as amended, as the Chairman or Vice Chairman and the

Secretary-Treasurer shall deem advisable in order to assure the registered owners of the Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of the proceeds of the Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds.

**Section 15: Appointment of Trustee and other Service Providers.** The Secretary-Treasurer is hereby authorized to engage the services of a trustee, a registrar, a paying agent, a credit facility provider, a broker-dealer, a placement agent, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds.

**Section 16: Approval, Execution and Delivery of Documents.** The Secretary-Treasurer may prepare, as appropriate and shall submit for the approval of the Chairman or the Vice Chairman any agreement with a registrar, a paying agent, a trustee, credit facility provider, a placement agent, a broker-dealer, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds or any series of the Bonds (collectively, the “Transaction Documents”). The Chairman or Vice Chairman is hereby authorized to execute and deliver, as appropriate, such Transaction Documents. The Chairman, Vice Chairman, Secretary-Treasurer and all other authorized officers of the Commission are hereby authorized to execute and deliver such other and further documents, certifications and forms as may be necessary, appropriate or advisable in order to effectuate the transaction authorized by this Resolution.

**Section 17: Continuing Disclosure Agreement.** The Secretary-Treasurer is expressly authorized to approve the form of, and execute and deliver on behalf of the Commission, a continuing disclosure agreement or certificate to assist bidders and/or underwriters in complying with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Section 18: Award of Bonds.** The Chairman or the Vice Chairman with prior consultation with the Planning Board of Montgomery County, and the Secretary-Treasurer are hereby authorized with respect to the Bonds or any series of the Bonds to accept the best bid for such Bonds, reject all other bids for such Bonds, set the interest rates of such Bonds and set the maturity schedules and terms of redemption of the Bonds, in accordance with the limitations set forth in this Resolution.

**Section 19: Effective Date.** This Resolution shall take effect from the date of its passage.

I, JOSEPH C. ZIMMERMAN, the duly appointed, qualified and acting Secretary-Treasurer of The Maryland-National Capital Park and Planning Commission, do hereby certify that the foregoing is a true copy of Resolution No. 18-28, adopted by said Commission at a regular meeting thereof duly called and held on September 26, 2018.

I do further certify that Commissioners Anderson, Bailey, Cichy, Doerner, Dreyfuss, Fani-Gonzalez, Geraldo, Hewlett, Patterson and Washington were present. A motion to adopt was made and seconded. The Resolution was adopted unanimously.

I do further certify that said Resolution has not been amended and is still in force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of The Maryland-National Capital Park and Planning Commission, this \_\_\_\_th day of \_\_\_\_\_, 2018.

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Secretary-Treasurer

This is to certify that the foregoing is a true and correct copy of Resolution No. 18-28 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_, with Commissioners Anderson, Bailey, Cichy, Doerner, Dreyfuss, Fani-Gonzalez, Geraldo, Hewlett, Patterson and Washington voting in favor of the motion, and Commissioners \_\_\_\_\_ absent during the vote, at its meeting held on September 26, 2018, in Riverdale, Maryland.

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Patricia Colihan Barney  
Executive Director

UNITED STATES OF AMERICA

STATE OF MARYLAND

No. R-\_\_\_\_\_

\$\_\_\_\_\_

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Montgomery County  
General Obligation  
Park Acquisition and Development Project Bond,  
Series MC-2018A

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
[_____], 2018	___% per annum	_____, 20__	_____

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

The Maryland-National Capital Park and Planning Commission (the “Commission”), a public body corporate, organized and existing under the laws of the State of Maryland, hereby acknowledges itself indebted for value received and, upon presentation and surrender hereof, promises to pay to the Registered Owner shown above, or his registered assigns, on the Maturity Date shown above, unless this bond shall have been called for prior redemption and payment of the redemption price made or provided for, the Principal Amount shown above, and to pay interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid on this bond, from the date of this bond, at the annual rate of interest set forth above, payable semi-annually on \_\_\_\_\_ 1/15 and \_\_\_\_\_ 1/15 each year, beginning \_\_\_\_\_ 1/15, 2019 (each an “Interest Payment Date”) until payment of such Principal Amount shall be discharged as provided in the Resolution (hereinafter defined), by wire transfer or check mailed by the Commission or banking institution or other entity designated as paying agent by the



Commission (the “Paying Agent”), or any successor thereto, to the person in whose name this bond is registered on the registration books maintained by the Registrar (identified herein) at the close of business on the [fifteenth day of the month immediately preceding such Interest Payment Date] [first day of the month in which such Interest Payment Date occurs] (the “Record Date”). Notwithstanding the preceding sentence, interest on this bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the owner of this Bond on the relevant Record Date by virtue of having been such owner and such interest shall be paid by the Paying Agent to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such interest, which shall be fixed as provided in the Resolution.

Principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America, at the time of payment. Principal and premium, if any, hereon will be payable upon presentation and surrender of this bond by the registered owner hereof in person or by his duly authorized attorney, at the designated office of the Paying Agent.

This bond is a general obligation of the Commission and of Montgomery County, Maryland (the “County”), to the payment, in accordance with its terms, of the principal of and interest on which the Commission and the County hereby each pledge their respective full faith and credit and taxing power.

The principal of and premium and interest on this bond are payable in the first instance from mandatory limited annual ad valorem property taxes which the County is required by Section 18-304 of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”) to levy at a fixed rate against all property assessed for the purposes of county taxation in the portion of the Maryland-Washington Metropolitan District (the “District”) established by Title 19 of the Land Use Article located in the County. Section 18-209 of the Land Use Article provides that, if said mandatory tax is insufficient to pay the principal of and interest on this bond, the County shall levy an additional tax upon all assessable property within the portion of the District in the County, and, if the

proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency. By the guaranty endorsed hereon, the full faith and credit of the County is pledged to the payment, when due, of the principal of and interest on this bond.

This bond is one of an issue of bonds (the “Bonds”) each of a par value of \$5,000 or an integral multiple thereof in the aggregate principal amount of \$\_\_\_\_\_, numbered from No. R-1 upwards, all dated as of the Dated Date and all known as: “The Maryland-National Capital Park and Planning Commission Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2018A”. Unless previously redeemed as herein provided, the Bonds mature and are payable in consecutive annual installments on \_\_\_\_\_ 1/15 in each of the years 2019 through \_\_\_\_\_, and bear interest payable on each Interest Payment Date until their respective maturities or prior redemption. The Bonds are issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article and in accordance with Resolution No. 18-\_\_ of the Commission duly adopted on \_\_\_\_\_, 2018 (the “Resolution”).

The Bonds which mature on or after \_\_\_\_\_ 1/15, 2029, are subject to redemption prior to their respective maturities, at the option of the Commission, in whole or in part in any order of their maturities, at any time on or after \_\_\_\_\_ 1/15, 2028, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the Bonds are called for redemption, the particular maturities to be redeemed shall be selected by the Commission. If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds to be redeemed from such maturity shall be selected by lot or other random means by the Paying Agent in such manner as the Paying Agent in its discretion may determine, provided that each \$5,000 of the principal amount of any Bond shall be treated as a separate Bond for this purpose.

Notice of call for redemption shall be delivered to the Depository (as defined herein) prior to the date fixed for redemption in accordance with the Depository's procedures. If the book-entry system is discontinued for the Bonds, a notice calling for redemption of the Bonds to be redeemed shall be mailed by the Commission as Paying Agent, postage prepaid, at least thirty (30) days prior to the date fixed for redemption (the "Redemption Date"), to all registered owners of Bonds to be redeemed, at their last addresses appearing on the registration books kept by the Registrar. Failure to deliver or mail any such notice, or any defect in such notice, or in the delivery or mailing thereof, shall not affect the validity of any redemption proceedings. Such notice shall specify the issue, the numbers and the maturities of the Bonds to be redeemed, which statement of numbers may be from one number to another, inclusive, the Redemption Date and the redemption price, any conditions to such redemption, and shall further state that on such date the Bonds called for redemption will be due and become payable at the offices of the Paying Agent, and that, from and after such date, interest thereon shall cease to accrue.

From and after the date fixed for redemption, if notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefore on such date, the Bonds so designated for redemption shall cease to bear interest. Upon presentation and surrender in compliance with such notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price. If not so paid on presentation thereof, such Bonds so called shall continue to bear interest at the rates expressed therein until paid.

This bond shall be registered as to principal and interest in the owner's name on the registration books kept for that purpose at the office of the Secretary-Treasurer or a designated office of the banking institution or other entity, or any successor thereto, designated by the Secretary-Treasurer (the "Registrar").

The transfer of this bond is registerable by the registered owner hereof in person or by his attorney or legal representative at a principal office of the Registrar upon surrender and cancellation of this bond together with a duly executed assignment in the form attached hereto

and satisfactory to the Registrar. Upon any such registration of transfer, the Registrar shall authenticate and deliver in exchange for this bond a registered Bond or Bonds registered in the name of the transferee of authorized denomination or denominations, in the aggregate principal amount equal to the principal amount of this bond or the unredeemed portion hereof, of the same maturity and bearing interest at the same rate. Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, bearing interest at the same rate, of other authorized denominations, at a principal office of the Registrar. The Commission and the Registrar may make a charge for every such exchange or transfer sufficient to reimburse it for any tax, fee, or other governmental charge, shipping charges and insurance required to be paid with respect to such exchange or transfer, and in addition, may charge a sum sufficient to reimburse them for expenses incurred in connection with such exchange or transfer. All Bonds surrendered in such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Registrar shall not be required to register the transfer of this bond or make any such exchange of this bond after the mailing of notice calling this bond or any portion hereof for redemption.

So long as all of the Bonds shall be maintained in Book-Entry Form with The Depository Trust Company or another securities depository (the "Depository"): (1) in the event that fewer than all Bonds of any one maturity shall be called for redemption, the Depository, and not the Registrar, will select the particular accounts from which Bonds or portions thereof will be redeemed in accordance with the Depository's standard procedures for redemption of obligations such as the Bonds; (2) in the event that part, but not all, of this bond shall be called for redemption, the holder of this bond may elect not to surrender this bond in exchange for a new bond in accordance with the provisions hereof and in such event shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto; and (3) payments of principal or redemption price of and interest on this bond shall be payable to the Depository or its assigns in accordance with the provisions of the Resolution. For all purposes, the principal amount of this bond outstanding at any time shall be equal to the lesser

of (A) the principal sum shown on the face hereof and (B) such principal sum reduced by the principal amount of any partial redemption of this bond following which the holder of this bond has elected not to surrender this bond in accordance with the provisions hereof. The failure of the holder hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy therein, shall not affect the payment obligation of the Commission hereunder. THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed, in full and strict compliance with the Constitution and laws of the State of Maryland and the proceedings of the Commission and of the County, and that the issue of bonds of which this bond is one, together with all other indebtedness of said Commission, and of the County, is within every debt and other limit prescribed by the Constitution and laws of said State.

IN WITNESS WHEREOF, The Maryland-National Capital Park and Planning Commission, in the State of Maryland, has caused this bond to be signed in its name by the signature of its Chairman and attested by the signature of its Secretary-Treasurer and has caused the facsimile of its corporate seal to be imprinted hereon, all as of Dated Date set forth above.

ATTEST:

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

\_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Chairman

(CORPORATE SEAL)

GUARANTY

The payment of interest when due, and of the principal on maturity, is guaranteed by Montgomery County, Maryland.

ATTEST:

MONTGOMERY COUNTY,  
MARYLAND

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
County Executive

(CORPORATE SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds issued under the provisions of and described in the within mentioned Resolution of The Maryland-National Capital Park and Planning Commission.

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_, 2018

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto  
(Please Insert Social Security or Other Identifying Number of Assignee) \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name and Address, Including Zip Code of Assignee)

\_\_\_\_\_  
the within bond and all rights thereunder, and does hereby constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ attorney to transfer the within bond on the books kept for the registration thereof,  
with full power of substitution in the premises.

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
(Signature of registered owner)  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.



**PAYMENT GRID**

<b>Date of Payment</b>	<b>Principal Amount Paid</b>	<b>Principal Amount Outstanding</b>	<b>Holder Signature</b>

NOTICE OF SALE

\$ \_\_\_\_\_  
**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**Montgomery County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series MC-2018A**

**Electronic Bids only will be received until 11:00 a.m.,**  
**Local Baltimore, Maryland Time, on \_\_\_\_\_, 2018**

by The Maryland-National Capital Park and Planning Commission (the “Commission”), for the purchase of the above-named issue of bonds (the “Bonds”) of the Commission, to be dated as of the date of their delivery and to be issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland (2012 Replacement Volume and 2017 Supplement) (the “Land Use Article”) and a Resolution of the Commission adopted on \_\_\_\_\_, 2018. The Bonds will bear interest from date of delivery payable on each \_\_\_\_\_ 1/15 and \_\_\_\_\_ 1/15, commencing \_\_\_\_\_ 1/15, 2019 until maturity or prior redemption.

The payment of the principal of and interest on all of the Bonds will be unconditionally guaranteed by Montgomery County, Maryland (the “County”).

**Maturities:** The Bonds will be separately numbered from No. R-1 upward, and will mature, subject to prior redemption, in consecutive annual installments on \_\_\_\_\_ 1/15 in the years and amounts set forth in the following table:

<b>MATURITY SCHEDULE</b>			
<b><u>Year of</u></b>	<b><u>Principal</u></b>	<b><u>Year of</u></b>	<b><u>Principal</u></b>
<b><u>Maturity</u></b>	<b><u>Amount</u></b>	<b><u>Maturity</u></b>	<b><u>Amount</u></b>
	\$		\$

**Book-Entry System:** The Bonds shall be issued only in fully registered form without coupons. One bond certificate representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each bond certificate shall be immobilized in the

custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC.

**Registrar and Paying Agent:** The Maryland-National Capital Park and Planning Commission will act as Registrar and Paying Agent for the Bonds.

**Security:** All of the Bonds will be general obligations of the Commission and of the County for the payment, in accordance with their terms, of the principal of and interest on which the Commission and the County will each pledge their respective full faith and credit and taxing power.

The Bonds will be payable as to both principal and interest first from limited ad valorem property taxes which the County is required by law to impose in the portion of the Maryland-Washington Metropolitan District (the "District") established by Title 19 of the Land Use Article located in the County and remit to the Commission. By its guarantee of the Bonds, the full faith and credit of the County is pledged, as required by law, for the payment of the principal thereof and interest thereon. To the extent that the aforesaid taxes imposed for the benefit of the Commission are inadequate in any year to pay such principal and interest, Section 18-209 of the Land Use Article provides that the County shall impose an additional tax upon all assessable property within the portion of the District in the County, and if the proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency.

**Redemption:** The Bonds which mature on or after \_\_\_\_\_ 1/15, 2029, are subject to redemption prior to their respective maturities at any time on or after \_\_\_\_\_ 1/15, 2028, at the option of the Commission, in whole or in part, in any order of maturities, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

**Electronic Bids:** Notice is hereby given that electronic proposals will be received via [PARITY], in the manner described below, until 11:00 a.m., local Baltimore, Maryland time, on \_\_\_\_\_, 2018.

Bids may be submitted electronically pursuant to this Notice until 11:00 a.m., local Baltimore, Maryland time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in [PARITY] conflict with this Notice, the terms of this Notice shall control. For further information about [PARITY], potential bidders may contact [PARITY] at (212) 849-5021.

**Disclaimer:** Each prospective electronic bidder shall be solely responsible to submit its bid via [PARITY] as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access [PARITY] for the purpose of submitting its bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the Commission nor [PARITY] shall have any duty or obligation to provide or assure

access to [PARITY] to any prospective bidder, and neither the Commission nor [PARITY] shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, [PARITY]. The Commission is using [PARITY] as a communication mechanism, and not as the Commission's agent, to conduct the electronic bidding for the Bonds. The Commission is not bound by any advice and determination of [PARITY] to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via [PARITY] are the sole responsibility of the bidders; and the Commission is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the prospective bidder should telephone [PARITY] at (212) 849-5021 and notify the Commission's Financial Advisor, Davenport & Company LLC, by facsimile at (866) 932-6660 and by telephone at (410) 296-9426.

**Electronic Bidding Procedures:** Electronic bids must be submitted for the purchase of the Bonds (all or none) via [PARITY]. Bids will be communicated electronically to the Commission at 11:00 a.m. local Baltimore, Maryland time, on [\_\_\_\_\_], 2018. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via [PARITY], (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (3) withdraw its proposed bid. Once the bids are communicated electronically via [PARITY] to the Commission, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on [PARITY] shall constitute the official time.

**Bid Specifications:** Proposals for purchase of the Bonds must be for all of the Bonds herein described and must be submitted electronically pursuant to this Notice of Sale until 11:00 a.m. local Baltimore, Maryland time on [\_\_\_\_\_], 2018. Bidders must pay not less than par and not more than [105]% of par. In their proposals, bidders are requested to specify the annual rate or rates of interest to be borne by the Bonds. Bidders are requested to name the interest rate or rates in multiples of 1/8 or 1/20 of 1%. Bidders may specify more than one rate of interest to be borne by the Bonds, but all Bonds maturing on the same date must bear interest at the same rate. Bonds on successive maturity dates may bear the same interest rate. No Bond shall bear more than one rate of interest, which rate shall be uniform for the life of the Bond and no interest rate may be named that exceeds [5.50]%. The difference between the highest and lowest interest rates may not exceed [three] percent ([3.00]%).

**Award of Bonds:** The successful bidder will be determined based on the lowest interest cost to the Commission. The lowest interest cost shall be determined in accordance with the true interest cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the date of the Bonds, and to the price bid. Where the proposals of two or more bidders result in the same lowest interest cost, the Bonds may be apportioned between such bidders, but if this shall not be acceptable, the Commission shall have the right to award all of the Bonds to one bidder. The Commission reserves the right to reject any or all proposals and to waive any irregularities in any of the proposals. The Secretary-Treasurer's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as to its conformity to the

terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 p.m. local Baltimore, Maryland time on the sale date. All bids shall remain firm until an award is made.

**Good Faith Deposit:** The successful bidder is required to submit a good faith deposit in the amount of \$[\_\_\_\_\_] (the “Good Faith Deposit”) payable to the order of the Commission in the form of a wire transfer in federal funds as instructed by the Commission. The successful bidder shall submit the Good Faith Deposit not more than two hours after the verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the Commission the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the Commission may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to such bidder. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the Commission the sum of \$[\_\_\_\_\_] as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

*Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.*

The Good Faith Deposit so wired will be retained by the Commission until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the Good Faith Deposit will be retained by the Commission as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of this Notice of Sale and of its bid. No interest on the Good Faith Deposit will be paid by the Commission. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

**Establishment of Issue Price:** The successful bidder shall assist the Commission in establishing the issue price of the Bonds and shall execute and deliver to the Commission at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A-1 or Exhibit A-2, as applicable, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Commission and Bond Counsel. All actions to be taken by the Commission under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Commission by the Commission’s financial advisor identified herein and any notice or report to be provided to the Commission may be provided to the Commission’s financial advisor.

The Commission intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

(1) the Commission shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the Commission may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Commission anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

By submitting a bid, each bidder (i) confirms that its bid is a firm offer for the purchase of the Bonds identified in this Notice of Sale, on the terms set forth in its bid and this Notice of Sale, except as permitted by this Notice of Sale and (ii) represents that it has an established industry reputation for underwriting new issuances of municipal bonds.

In the event that the competitive sale requirements are not satisfied, the Commission shall so advise the successful bidder. The Commission may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Commission if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Commission shall promptly advise the successful bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Commission determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall promptly advise the Commission when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial

offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the successful bidder agrees to promptly report to the Commission the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The Commission acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Commission further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.



Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Commission (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Commission to the successful bidder.

**CUSIP Numbers; Expenses of the Bidder:** It is anticipated that CUSIP numbers will be assigned to each maturity of the Bonds, but neither the failure to type or print such numbers on any of the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. The successful bidder will be responsible for applying for and obtaining, subject to the CUSIP Service Bureau policy and procedures, CUSIP numbers for the Bonds promptly upon award of the bid. All expenses of typing or printing CUSIP numbers for the Bonds will be paid for by the Commission; provided the CUSIP Service Bureau charges for the assignment of the numbers shall be the responsibility of and shall be paid for by the successful bidder.

All charges of DTC and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Bonds.

**Official Statement:** Not later than seven (7) business days after the date of sale, the Commission will deliver to the successful bidder an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the successful bidder for the Bonds at or before the close of business on the date of the sale, the Commission will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds of such issue by the successful bidder therefor, if any, as may be specified and furnished in writing by such bidder (the “Reoffering



Information”). If no such information is specified and furnished by the successful bidder, the Official Statement will include the interest rate or rates on the Bonds resulting from the bid of such successful bidder. The successful bidder shall be responsible to the Commission and its officials for such Reoffering Information furnished by such bidder, and for all decisions made by such bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds. The successful bidder will also be furnished, without cost, with a reasonable number of copies of the Official Statement as determined by the Secretary-Treasurer (and any amendments or supplements thereto).

**Legal Opinion:** The Bonds described above will be issued and sold subject to approval as to legality by McGuireWoods LLP, Bond Counsel, whose approving opinion will be delivered, upon request, to the successful bidder for the Bonds without charge. Such opinion will be substantially in the form included in Appendix [ ] to the Preliminary Official Statement referred to below.

**Continuing Disclosure:** In order to assist bidders in complying with SEC Rule 15c2-12, the Commission will execute and deliver a continuing disclosure certificate on or before the date of issuance of the Bonds pursuant to which the Commission will undertake to provide certain information annually and notices of certain events. A description of this certificate is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

**Delivery and Payment:** It shall be a condition of the obligation of the successful bidder to accept delivery of and pay for the Bonds, that, simultaneously with or before delivery and payment for the Bonds, said bidder shall be furnished, without cost, with a certificate of the Secretary-Treasurer of the Commission to the effect that, to the best of his knowledge, the Official Statement and any amendment or supplement thereto (except for the Reoffering Information provided by the successful bidder, as to which no view will be expressed) does not contain, as of the date of sale and as of the date of delivery of the Bonds, any untrue statement of a material fact, required to be stated or necessary to be stated, to make such statements, in light of the circumstances under which they were made, not misleading.

If the Commission advises the bidders that the bid for the Bonds constitutes a Qualified Competitive Bid, the winning bidder shall be required to provide to the Commission information to establish the initial expected offering prices for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to Bond Counsel in substantially the form set forth in [Exhibit A-1 to this Notice of Sale], with appropriate completions, amendments and attachments.

If the Commission advises the bidders that the bid for the Bonds constitutes a Nonqualified Competitive Bid, the winning bidder shall be required to provide to the Commission information and assurances to establish the initial sale prices or the initial offering prices, as applicable, for each maturity of the Bonds for federal income tax purposes by completing a certification acceptable to Bond Counsel in substantially the form set forth in [Exhibit A-2 to this Notice of Sale], with appropriate completions, omissions and attachments.

Delivery of the Bonds, at the Commission’s expense, will be made by the Commission to the purchaser on \_\_\_\_\_, 2018, or as soon as practicable thereafter, through the facilities

of DTC in New York, New York, and, thereupon, said purchaser will be required to accept delivery of the Bonds purchased and pay the balance of the purchase price thereon in federal or other immediately available funds. The Bonds will be accompanied by the customary closing documents including a no-litigation certificate effective as of the date of delivery.

**Contacts:** A preliminary official statement, which is in form “deemed final” as of its date by the Commission for purposes of SEC Rule 15c2-12 (the “Preliminary Official Statement”) but is subject to revision, amendment and completion in the final official statement (the “Official Statement”), together with this Notice of Sale, may be obtained from Joseph C. Zimmerman, Secretary-Treasurer, The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, (301) 454-1540 or Davenport & Company LLC, 8600 LaSalle Road, Suite 618, Towson, Maryland 21286-2011, (410) 296-9426.

**Right to Change Notice of Sale and Postpone Offering:** The Commission reserves the right to change the Notice of Sale and to postpone, from time to time, the date established for the receipt of bids. In the event of a postponement, the new date and time of sale will be announced via TM3 News Service at least 24 hours prior to the time proposals are to be submitted. On any such alternative sale date, bidders may submit electronic bids for the purchase of the Bonds in conformity with the provision of this Notice of Sale, except for any changes to this Notice of Sale, the change of the date of sale and the changes described in the next sentence. If the date fixed for receipt of bids is postponed, the expected date of delivery of the Bonds also may be postponed. Such changes, if any, will be announced via TM3 News Service at the time any alternative sale date is announced.

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

By: \_\_\_\_\_  
Chairman

**\$15,000,000**  
**Montgomery County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series MC-2018A**

**ISSUE PRICE CERTIFICATE**  
**(Qualified Competitive Bid)**

The undersigned, on behalf of [NAME OF PURCHASER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Issuer* means The Maryland-National Capital Park and Planning Commission.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

SCHEDULE A  
Expected Offering Prices of the Bonds

SCHEDULE B  
Copy of Bid

**\$15,000,000**  
**Montgomery County**  
**General Obligation**  
**Park Acquisition and Development Project Bonds,**  
**Series MC-2018A**

**ISSUE PRICE CERTIFICATE**  
**(Nonqualified Competitive Bid)**

The undersigned, on behalf of [NAME OF PURCHASER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the 10% Maturities.*** As of the date of this Certificate, for each Maturity of the 10% Maturities Bonds, the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Undersold Maturities.***

(a) Each Underwriter offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule B (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule C.

(b) As set forth in the Notice of Sale and bid award, each Underwriter has agreed in writing that, (i) for each Maturity of the Undersold Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so (the “hold-the-price rule”) and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms.***

(a) ***10% Maturities*** means those Maturities of the Bonds shown in Schedule A hereto as the “10% Maturities.”

(b) ***Issuer*** means The Maryland-National Capital Park and Planning Commission.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([\_\_\_\_\_,2018]), or (ii) the date on which the Purchaser has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2018.

(g) *Substantial Amount* means ten percent (10%).

(h) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule B hereto as the “Undersold Maturities.”

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as

Purchaser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018



SCHEDULE A  
Sale Prices of the 10% Maturities

**SCHEDULE B**  
**Initial Offering Prices of the Undersold Maturities**

SCHEDULE C  
Pricing Wire

104687364\_3.docx



**Office of the General Counsel**  
**Maryland-National Capital Park and Planning Commission**

*Reply To*

**Adrian R. Gardner**  
 General Counsel  
 6611 Kenilworth Avenue, Suite 403  
 Riverdale, Maryland 20737  
 (301) 454-1670 • (301) 454-1674 fax

**TO:** The Commission

**FROM:** Stanley Johnson, Chief, Prince George's Park Police Division

**CC:** Darryl McSwain, Chief, Montgomery Park Police Division  
 William C. Dickerson, Principal Counsel

**DATE:** September 11, 2018

**RE:** Mutual Aid Agreements with Towns of Colmar Manor and Cottage City

*AR* 09-11-2018

This memorandum is to transmit two separate police mutual aid agreements that have been negotiated with the port towns of Colmar Manor and Cottage City. Although they are separate municipalities, they share a common police chief and policing responsibilities. The Towns and the Commission desired to enter a cooperative agreement to enhance policing on trails and other Commission property within the jurisdictional boundaries of municipalities to clarify and enhance coordination and overall policing in those areas. Chief McSwain has confirmed that the arrangements will present no operational issues for the Montgomery Division and the Office of General Counsel has approved the proposed agreements for legal sufficiency.

The two police mutual aid agreements are being presented for Commission approval because under state law police mutual aid agreements generally must be approved by the governing body of the governmental entity; in this case the Commission.

**Item 6e**

M-NCPPC Resolution No. 18-29

**RESOLUTION**

WHEREAS, pursuant to the authority set forth in the Maryland Annotated Code (the “Code”) at Section 17-301 of the Land Use Article, the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) has established the Prince George’s County Division of the Maryland-National Capital Park Police (the “Park Police”), as deemed necessary for the protection of the Commission’s activities and properties, including those situated within and immediately adjacent to the boundaries of the Town of Cottage City, Maryland (the “Town”); and

WHEREAS, pursuant to the authority set forth in the Code, at Section 17-101 of the Land Use Article, the Commission owns land including a trail which is located within the jurisdictional boundaries of the Town limits; and

WHEREAS, the Town and the Commission desire to enter a cooperative agreement to enhance policing on trails and other Commission property within the jurisdictional boundaries of the two municipalities to clarify and enhance coordination and overall policing in those areas; and

WHEREAS, pursuant to the authority set forth in the Code, at Section 2-105 of the Criminal Procedure Article, the Town and M-NCPPC propose to enter into a Mutual Aid Agreement for the purposes provided therein; and

NOW, THEREFORE, BE IT RESOLVED, that the M-NCPPC finds that it is in the best interest of the public health, safety and welfare to enter the Mutual Aid Agreement, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission approves, and does hereby ratify, the provisions contained in the proposed Mutual Aid Agreement as amended and attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby authorize the Executive Director and other officers to make, enter into, and execute such other agreements, instruments and further assurances as may be necessary to effectuate its decision to approve and ratify the proposed Mutual Aid Agreement attached hereto as Exhibit A, including any non-material modifications deemed advisable.

**Item 6f**

M-NCPPC Resolution No. 18-30

**RESOLUTION**

WHEREAS, pursuant to the authority set forth in the Maryland Annotated Code (the “Code”) at Section 17-301 of the Land Use Article, the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) has established the Prince George’s County Division of the Maryland-National Capital Park Police (the “Park Police”), as deemed necessary for the protection of the Commission’s activities and properties, including those situated within and immediately adjacent to the boundaries of the Town of Colmar Manor, Maryland (the “Town”); and

WHEREAS, pursuant to the authority set forth in the Code, at Section 17-101 of the Land Use Article, the Commission owns land including a trail which is located within the jurisdictional boundaries of the Town limits; and

WHEREAS, the Town and the Commission desire to enter a cooperative agreement to enhance policing on trails and other Commission property within the jurisdictional boundaries of the two municipalities to clarify and enhance coordination and overall policing in those areas; and

WHEREAS, pursuant to the authority set forth in the Code, at Section 2-105 of the Criminal Procedure Article, the Town and M-NCPPC propose to enter into a Mutual Aid Agreement for the purposes provided therein; and

NOW, THEREFORE, BE IT RESOLVED, that the M-NCPPC finds that it is in the best interest of the public health, safety and welfare to enter the Mutual Aid Agreement, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission approves, and does hereby ratify, the provisions contained in the proposed Mutual Aid Agreement as amended and attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby authorize the Executive Director and other officers to make, enter into, and execute such other agreements, instruments and further assurances as may be necessary to effectuate its decision to approve and ratify the proposed Mutual Aid Agreement attached hereto as Exhibit A, including any non-material modifications deemed advisable.

## MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT

THIS MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT (the "Reciprocal Agreement" or "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Cottage City, Maryland (the "Town"), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the "Commission") a public body corporate and agency of the State of Maryland.

### Explanatory Statements

A. Pursuant to the authority set forth in the Charter of the Town of Cottage City, §18(45), the Town of Cottage City has established the Town of Cottage City Police Department (the "Town Police") to protect the health, safety and general welfare of the public within the territorial limits of Cottage City, Maryland (the "Town Limits").

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Section 5-101 of the Land Use Article, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission properties located from time to time within the Town Limits presently including but not limited to the Dueling Branch Neighborhood Playground, the Cottage City Neighborhood Mini-Park, and the Anacostia River Stream Valley Park (the "Park Property").

C. Pursuant to the authority set forth in the Code at Section 17-301, et seq. of the Land Use Article the Commission has established the Prince George's County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission activities undertaken within the Town Limits and the Park Property.

D. Pursuant to the authority set forth in the Code, at Section 17-303 of the Land Use Article and the Criminal Procedure Article at Section 2-105, the Town, Commission, Town Police and Park Police (collectively, the "Parties") through the Parties' respective police agencies desire to make and enter into this Reciprocal Agreement for the purposes provided thereunder.

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

F. This Agreement has been authorized pursuant to §11-7 of the Code of the Town of Cottage City by the action of the governing body of the Town of Cottage City, Maryland, taken on April 11, 2018 by resolution 2018-01 approved and recorded in the journal, a true and correct copy of which is annexed hereto at Exhibit A.

G. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on \_\_\_\_\_, 2018, by Resolution \_\_\_\_\_, a true and correct copy of which is annexed hereto at Exhibit B.

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

1. Authority Reserved. Nothing contained in this Agreement is intended to cede, relinquish or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and the Town Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by law of the Town, resolution of the Commission, Common Law of Maryland or any other applicable law or regulation promulgated pursuant thereto. By way of example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of the Town Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202, 2-203 or 2-301 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.1, 2.3, 2.4, 3, 4 or 5 of this Agreement may only be enforced by the parties under Section 6 of this Agreement and shall have no effect on the authority of the Town Police or the Park Police to exercise their respective police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Jurisdiction Conferred. The Commission and Park Police and Town and Town Police do hereby warrant and muster the aid of each other and, accordingly, confer upon each other any concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within the specified geographical areas contained within the Town Limits and enumerated in the map and *Schedule 2.1* attached to this Agreement ( the "Special Patrol Areas"); provided, however, that such authority shall be subject to the following limitations:

2.1.1. *Special Patrol Areas*. The Town and Town Police expressly agree they will conduct regular patrols within the Special Patrol Areas sufficient to address the Town's public safety concerns. Activities undertaken by the Town Police under the Special Patrol Jurisdiction shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of the Town Police to engage in fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

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



of Article 3 of this Agreement only.

2.2. Reserved.

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

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

2.3.3 *Incident Reports.* The Town Police shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by the Town Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.3 shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter. The Park Police will likewise provide incident reports to the Town Police with respect to any arrest or other reportable incident.

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

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police with respect to Park Property, including without limitation that contained within the Special Patrol District and that portion of all roads and sidewalks immediately adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. *On Park Property.* Except and unless expressly waived at the sole option of the Park Police with respect to a particular incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Town Police officer who exercises concurrent jurisdiction on Park Property.

3.1.2. *Certain Areas Adjacent to Park Property.* If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Town Police officer who responds to that incident.

3.1.3. *First on the Scene.* Notwithstanding anything herein to the contrary, in the event that a police officer for any signatory jurisdiction is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim/or witness information until an officer from the signatory jurisdiction having primary jurisdiction arrives on scene. A police officer who initially assumes command of a scene as described in this subsection shall relinquish command to the first police officer having primary jurisdiction who arrives on the scene.

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

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

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

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

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

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

3.2.6. *Enforcement of Rules and Regulations.* The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Land Use Article Section 17-207.

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

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

3.3.2. *Incident Reports.* The Park Police shall file with the Town Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Town Police. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 3.3.3. shall be completed as soon as practicable following the close of the reporting officers tour of duty, but not later than 24 hours thereafter.

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

4. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the Town Police and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 4.

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

4.2. Records. Each agency shall maintain a record of calls referred to the other pursuant to this Article 4. The records shall record the date, time and duration of the call, street address or other information regarding location of the request, the nature of complaint, complaint number (if any) and identification of personnel assigned to respond (if any) to each call switched as provided herein. Each agency shall furnish to the other a copy of the records maintained upon request.

5. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the Town Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County Limits and to deliver efficient, coordinated police services to the citizens of Prince George's County, including without limitation any available camera feeds or footage taken within the Special Patrol Areas. Each police agency signatory hereto, and their respective employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of agency to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint

and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the effective date of this Agreement, the status of each complaint of non-compliance shall be reported to the County and Commission, respectively.

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

7. Integration.

7.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedules hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof.

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

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

9. Miscellaneous.

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

If to the Town:           Town Manager  
                                  Town of Cottage City  
                                  3820 40<sup>th</sup> Avenue  
                                  Cottage City, Maryland 20722

If to the Town Police:  
  
                                  Chief William Lowry  
                                  Cottage City Police Department  
                                  3820 40<sup>th</sup> Avenue  
                                  Cottage City, Maryland 20722

If to the Commission:

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

If to the Park Police:

Chief Stanley R. Johnson  
Maryland-National Capital Park Police  
8100 Corporate Drive  
Landover, Maryland 20785

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

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

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

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

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

10. Colmar Manor and Cottage City Memoranda of Understanding Regarding Integrated Police Command and Other Functions. The Commission is on notice, understands and agrees that pursuant to various memoranda of understanding the Town Police and the police department of the Town of Colmar Manor ("Colmar Manor") are led, supervised and managed by a single police chief. The present police chief of police for both jurisdictions is William Lowry. Further, the Commission understands and acknowledges that police officer of the Town and Colmar Manor are regularly assigned to undertake patrol, response and other police functions within the Town and Colmar Manor.

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

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

**TOWN OF COTTAGE CITY, MARYLAND**

By: \_\_\_\_\_  
Patricia Barney  
Executive Director

By: \_\_\_\_\_  
Dylan O. Galloway  
Interim Town Manager

By: \_\_\_\_\_  
Elizabeth M. Hewlett  
Chairman

By: \_\_\_\_\_  
Sheila Butler  
Commissioner-Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Joseph Zimmerman  
Secretary-Treasurer

\_\_\_\_\_  
Ann M. Young  
Commissioner-Secretary

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
General Counsel  
Maryland-National Capital Park and  
Planning Commission

\_\_\_\_\_  
Town Attorney  
Town of Cottage City

## MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT

THIS MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT (the Reciprocal Agreement or Agreement) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Mayor and Town Council of Colmar Manor, Maryland (the Town), a public body corporate and politic of the State of Maryland, and the Maryland-National Park and Planning Commission (the ACommission@) a public body corporate and bi-county agency of the State of Maryland.

### Explanatory Statements

A. Pursuant to the authority set forth in the Charter of the Town, the Town has established a Police Department (the Town Police) to protect the health, safety and general welfare of the public within the limits of Town (the Town Limits).

B. Pursuant to the authority set forth in the Annotated Code of Maryland (the Code) at Section 5-101 of the Land Use Article, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission properties located from time to time within the Town (the Park Property) as shown on the attached maps.

C. Pursuant to the authority set forth in the Code at Section 17-301, et seq. of the Land Use Article the Commission has established the Prince George=s County Division of the Maryland-National Capital Park Police (the Park Police) as deemed thereby to be necessary for the protection of the Commission activities undertaken within the Town Limits and the Park Property.

D. Pursuant to the authority set forth in the Code, at Section 17-303 of the Land Use Article and the Criminal Procedure Article at Section 2-105, the Town, and the Commission, (collectively, the Parties) through the Parties' respective police agencies desire to make and enter into this Reciprocal Agreement for the purposes provided thereunder.

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

F. This Agreement has been authorized pursuant to action of the Mayor and Town Council of the Town taken on March 13, 2018

G. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on \_\_\_\_\_, 2018, by Resolution \_\_\_\_\_, a true and correct copy of which is annexed hereto at Exhibit B.

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



1. Authority Reserved. Nothing contained in this Agreement is intended to cede, relinquish or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and the Town Police and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by the laws and ordinances of the Town, resolution of the Commission, Common Law of Maryland or any other applicable law or regulation promulgated pursuant thereto. By way of example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of the Town Police or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202, 2-203 or 2-301 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.1, 2.3, 2.4, 3, 4 or 5 of this Agreement may only be enforced by the parties under Section 6 of this Agreement and shall have no effect on the authority of the Town Police or the Park Police to exercise their respective police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Jurisdiction Conferred. The Commission and Town do hereby warrant and muster the aid of each other and, accordingly, confer upon each other any concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within the specified geographical areas contained within the Town Limits and enumerated in the map and *Schedule 2.1* attached to this Agreement (the Special Patrol Areas); provided, however, that such authority shall be subject to the following limitations:

2.1.1. *Special Patrol Areas.* The Town expressly agrees it will conduct regular patrols within the Special Patrol Areas sufficient to address the Town's public safety concerns. Activities undertaken by the Town Police within the Special Patrol Areas shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of police officers of the Town to engage in fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

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

2.2. Reserved.

2.3. Certain Practices of Town Police. For the purpose of securing the orderly exercise of jurisdiction described herein and conducting the patrols promised by the Town, the Town agrees to observe certain practices and procedures provided as follows:

2.3.1. *Communication Protocol.* Incidents observed by the Town Police and arrests made by the Town Police within the Special Patrol Areas shall be reported promptly to the Park Police by means of radio or telephone transmission.



2.3.2. *Incident Reports.* The Town Police shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by the Town Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.2 shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter. The Park Police will likewise provide incident reports, in the same timely form and manner to the Town Police with respect to any arrest or other reportable incident.

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

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the Park Police with respect to Park Property, including without limitation that contained within the Special Patrol District and that portion of all roads and sidewalks immediately adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. *On Park Property.* Except and unless expressly waived at the sole option of the Park Police with respect to a particular incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Town Police officer who exercises concurrent jurisdiction on Park Property.

3.1.2. *Certain Areas Adjacent to Park Property.* If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any Town Police officer who responds to that incident.

3.1.3. *First on Scene.* Notwithstanding anything herein to the contrary, in the event that a police officer for any signatory jurisdiction is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim and/or witness information until an officer from the signatory jurisdiction having primary jurisdiction arrives on the scene. A police officer who initially assumes command of a scene as described in this subsection shall relinquish command to the first police officer having primary jurisdiction who arrives on the scene

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

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

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

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

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

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

3.2.7. *Enforcement of Rules and Regulations*. The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Land Use Article Section 17-207.

3.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Areas, the Park Police agree to observe certain practices and procedures provided as follows:

3.3.1 There is no Section 3.3.1.

3.3.2. *Communication Protocol*. Incidents observed by the Park Police and arrests made by the Park Police in the exercise of its jurisdiction granted herein shall be reported promptly to the Town Police by means of radio or telephone transmission.

3.3.3. *Incident Reports*. The Park Police shall file with the Town Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Town Police. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this

Section 3.3.3. shall be completed as soon as practicable following the close of the reporting officers tour of duty, but not later than 24 hours thereafter.

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

4. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between the Town Police and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 4.

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

4.2. Records. Each agency shall maintain a record of calls referred to the other pursuant to this Article 4. The records shall record the date, time and duration of the call, street address or other information regarding location of the request, the nature of complaint, complaint number (if any) and identification of personnel assigned to respond (if any) to each call switched as provided herein. Each agency shall furnish to the other a copy of the records maintained upon request.

5. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that the Town Police and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County Limits and to deliver efficient, coordinated police services to the citizens of Prince George=s County, and particularly the residents of the Town, including without limitation any available camera feeds or footage taken within the Special Patrol Areas. Each Party signatory hereto, and their respective police agencies and employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency shall promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of agency to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the

effective date of this Agreement, the status of each complaint of non-compliance shall be reported to the Town and Commission, respectively.

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

7. Integration.

7.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedules hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof.

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

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

9. Miscellaneous.

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

If to the Town:

Daniel R. Baden  
Clerk-Treasurer  
Mayor and Town Council of Colmar Manor  
3710 Lawrence Street  
Colmar Manor, Maryland 20722

With a copy to:  
John R. Barr, Esq.  
3480 Chiswick Court  
Silver Spring, Maryland 20906

If to the Town Police:

Chief William Lowry  
Colmar Manor Police Department  
3710 Lawrence Street  
Colmar Manor, Maryland 20722

If to the Commission:

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

If to the Park Police:

Chief Stanley R. Johnson  
Maryland-National Capital Park Police  
8100 Corporate Drive  
Landover, Maryland 20785

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

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

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

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

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

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

10. Colmar Manor and Cottage City Memoranda of Understanding Regarding Integrated Police Command and Other Functions.

The Commission is on notice and understands and agrees that pursuant to various memoranda of understanding the Town Police and the police department of the Town of Cottage City ("Cottage City") are led, supervised and managed by a single police chief. The present police chief of police for both jurisdictions is William Lowry. Further the Commission understands and acknowledges that police officers of the Town and Cottage City are regularly assigned to undertake patrol, response and other police functions within the Town and Cottage City.

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

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

**Mayor and Town Council of Colmar  
Manor**

\_\_\_\_\_  
Patricia Barney  
Executive Director

\_\_\_\_\_  
William Lowry, Chief of Police

\_\_\_\_\_  
Elizabeth M. Hewlett  
Chairman

ATTEST:

\_\_\_\_\_  
Joseph Zimmerman  
Secretary-Treasurer

Approved as to form and legal sufficiency:

\_\_\_\_\_  
General Counsel  
Maryland-National Capital Park and  
Planning Commission




THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

PCB18-14

September 19, 2018

To: Commissioners

From: Patricia Colihan Barney, Executive Director 

Subject: Resolution 18-31 – Amendment to Resolution 18-21 – Employees’ Retirement System Plans B & E Surviving Spouse Benefit

**Recommendation:**

Adopt Resolution No. 18-31 Amendment to Resolution No. 18-21 – Amendments to Maryland-National Capital Park and Planning Commission Employees’ Retirement System - Plans B & E Surviving Spouse Benefits to explicitly include certain non-represented employees and include MCGEO-represented employees. The inclusion of the MCGEO employees is contingent upon execution of an MOU that has been provided to MCGEO.

**Discussion:**

The Commission adopted Resolution No. 18-21 modifying spousal benefits for non-represented existing and new employees in Plans B and E. The amendments address the gap in the pension annuity benefits for a surviving spouse upon a non-service related death of an active member that has vested or is eligible for early or normal retirement. The amended resolution will also clarify that the change applies to certain employees that were not explicitly included in the original resolution, such as employees on Long-term Disability and Leave Without Pay, or employees that have reached the maximum credited service threshold. The amended resolution will also explicitly state the provisions applicable to existing employees will be effective as of July 1, 2018.

In addition, the amended resolution will explicitly state the effective date for the provisions applicable for new hires, which removes an overly generous 25% annuity benefit for spouses of employees that are not vested and replaces it with the more common benefit of a lump sum of 50% of average earnings plus contributions and interest, will be October 1, 2018.

**Attachments:**

Resolution No. 18-31

Resolution No. 18-21 (provided for reference)





M-NCPPC  
Resolution 18-31

AMENDMENT TO RESOLUTION #18-21—  
“AMENDMENTS TO MARYLAND-NATIONAL CAPITAL PARK AND PLANNING  
COMMISSION EMPLOYEES’ RETIREMENT SYSTEM—  
PLANS B & E SURVIVING SPOUSE BENEFITS”

WHEREAS, the Maryland-National Capital Park and Planning Commission Employees’ Retirement System (ERS) was established effective July 1, 1972 and amended from time to time; and

WHEREAS, the ERS currently consists of five (5) plans, Plans A, B, C, D and E; and

WHEREAS, Section 3 of the Plan Document reserves the right of the Maryland-National Capital Park and Planning Commission (Commission), as plan sponsor, to amend any or all of the provisions of the Plans from time to time, provided that, no amendments shall adversely affect benefits that have accrued prior to the effective date of any such amendments; and

WHEREAS, the Commission adopted Resolution No. 18-21, “Amendments to M-NCPPC ERS Plans B & E Surviving Spouse Benefits on July 18, 2018, which approved certain changes to the spousal death benefits for non-represented employees participating in Plans B & E; and

WHEREAS, management has agreed to pursue a memorandum of understanding (MOU) with United Food and Commercial Workers, Local 1994, Municipal and County Government Employees’ Organization (MCGEO) that the amendments will be made applicable to MCGEO-represented employees on the same terms as non-represented employees; and

WHEREAS, the Commission desires to amend Resolution No. 18-21 to include an effective date for the amendments to the Plan Document, clarify that the amendments will apply to certain employees who do not make active contributions to ERS, and to make the amendments applicable to MCGEO-represented employees.

NOW THEREFORE, BE IT RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby amend Commission Resolution No. 18-21 to approve the following additional amendments to the ERS Plan Document:

- 1) all plan amendments affecting current employees shall be effective as of July 1, 2018;
- 2) all plan amendments affecting new employees shall be effective as of October 1, 2018,
- 3) all plan amendments shall be applicable to current or new Career Employees who do not make active contributions to his/her applicable Plan for various reasons including, but not limited to, standing in an unpaid status (ex: LWOP, AWOL) or having attained the maximum amount of credited service; and
- 4) all plan amendments shall be applicable to MCGEO-represented Employees, subject to the successful execution of the MOU with MCGEO.

APPROVED AS TO LEGAL SUFFICIENCY

*C. Reynolds*  
M-NCPPG Legal Department

Date 9/18/18



**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
6611 Kenilworth Avenue • Riverdale, Maryland 20737

**M-NCPPC**  
**Resolution 18-21**

**AMENDMENTS TO MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION EMPLOYEES' RETIREMENT SYSTEM—  
PLANS B & E SURVIVING SPOUSE BENEFITS**

**WHEREAS, the Maryland-National Capital Park and Planning Commission Employees' Retirement System (ERS) was established effective July 1, 1972 and amended from time to time; and**

**WHEREAS, the ERS currently consists of five (5) plans, Plans A, B, C, D and E; and**

**WHEREAS, Section 3 of the Plan Document reserves the right of the Maryland-National Capital Park and Planning Commission (Commission), as plan sponsor, to amend any or all of the provisions of the Plans from time to time, provided that, no amendments shall adversely affect benefits that have accrued prior to the effective date of any such amendments; and**

**WHEREAS, Commission and ERS staff have identified inequities between the surviving spouse death benefit for retirement-eligible active employees as compared to the surviving spouse benefits for retirees; and**

**WHEREAS, the Commission desires to make changes to Plans B & E to resolve inequities in the Plans B and E non-service related death benefit for an active employee's surviving spouse.**

**NOW THEREFORE, BE IT RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby modify spousal benefits for non-represented existing and new employees in Plans B and E as follows:**

- **Existing Employees**
  - **Non-vested – Choice of lifetime annuity equal to 25% of final annual base pay, or a lump sum of 50% of average annual earnings plus contributions and interest;**
  - **Vested – Choice of lifetime annuity equal to 25% of final annual base pay, or benefit paid had the deceased retired and selected a 100% J&S;**
  - **Eligible for early or normal retirement – Choice of lifetime annuity equal to 25% of final annual base pay, or benefit paid had the deceased retired and selected a 100% J&S.**

- **New Hires**

- **Non-vested – Lump sum of 50% of average annual earnings plus contributions and interest;**
- **Vested – Lifetime annuity based on benefit paid had the deceased retired and selected a 100% J&S;**
- **Eligible for early or normal retirement – Lifetime annuity based on benefit paid had the deceased retired and selected a 100% J&S.**

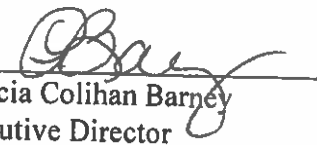
APPROVED AS TO LEGAL SUFFICIENCY

  
M-NCPPC Legal Department

Date 7/16/19

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of Resolution No. 18-21 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner Bailey, seconded by Commissioner Geraldo, with Vice-Chair Hewlett, Commissioners Bailey, Cichy, Doerner, Fani-Gonzalez, Geraldo and Patterson voting in favor of the motion, Chair Anderson having left prior to the vote, and Commissioners Dreyfuss and Washington being absent from the meeting held on Wednesday, July 18, 2018, in Silver Spring, Maryland.

  
Patricia Colihan Barney  
Executive Director



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

September 26, 2018

TO: The Maryland-National Capital Park and Planning Commission

VIA: Patricia C. Barney, Executive Director  
William Spencer, Human Resources Director

FROM: Jennifer McDonald, Benefits Manager  
Cynthia Henderson, Principal Benefits Specialist

SUBJECT: Benefit Plans Proposed Rates and Updates for 2019

**Action Requested**

Approve recommended rates for the 2019 benefit plans. Upon review of the group insurance fund as of the end of the fiscal year, June 30, 2018 and after a brainstorming meeting with the Municipal and County Government Employees Organization, Local 1994 (MCGEO), the recommendations presented to the Department Heads on August 28, 2018 have been adjusted accordingly. The Executive Committee supported the recommendations as presented.

**Background**

Two factors affect the premium paid by employees; the insurance cost and the cost sharing percentage split between the employer and the employee.

**Insurance Costs** – The insurance cost discussion covers the self-insured medical plans (excludes Kaiser which is fully insured) and our Prescription Drug Plan, and our fully insured plans. As the fully insured plans rates will decline, remain the same, or will have moderate increases, most of this discussion will focus on the self-insured plans that are increasing significantly.

**Cost Share Percentages** – The other factor that impacts the amount employees pay for their benefits is the cost share percentage. Historically the Commission employee cost share percentage has been lower than the two county governments as shown below for 2018.

Agency	M-NCPPC	Montgomery County	Prince George's County
POS/PPO	20%	25%	30%
EPO	17.5%	20%	25%
Kaiser HMO	15%	20%	25%
Prescription	15%	25%	15%

**Rate Setting Process** – For self-insured plans, AON calculates our new rates. Historically, we have adjusted the calculated rates considering the size of the group insurance fund (GIF) balance, limiting increases and leaving most rates flat instead of decreasing them. In recent years even though we have tried to generate small losses to utilize the fund balance, the rates that were set and our plans’ claims experience have still consistently generated gains in the GIF.

At the end of FY 17, the GIF surplus fund balance, which excluded reserves of \$3.8 million, was over \$11 million. As the existing MCGEO contract provided for limited ways to utilize those reserves, the Commission chose to hold certain rates flat under an assumption that our base rates must be too high. So, last year we intentionally did not increase the prescription rates by 3.8% or the UnitedHealthcare (UHC) Exclusive Provider Organization (EPO) rates by 4.8%. We also did adopt the full calculated rate reductions for UHC Point of Service (POS) of 9.9% and UHC Medicare Complement of 6.6%. The expectation was that these adjusted rates would be more in line with future claims/expenses and not continue to generate more GIF gains.

Unfortunately, the second half of calendar year 17 (CY 17) and the first half of CY 2018 were not favorable years for the UHC plans resulting in significant increases in the AON’s calculated total premiums for calendar year 2019.

### **Cost Sharing**

Pursuant to contract negotiations, the cost share for medical plans for MCGEO (passed through to non-represented employees) increased from 15% to 20% except for the lowest cost medical plan back in 2013. When Kaiser was added, it became the lowest cost medical plan, and the Commission phased-in the UHC EPO employee cost share increase over 3 years, leaving it at 15% the first year, raising it to 17.5% last year and bringing it to 20% in January of 2019. For the FOP, their cost share will increase from 22% to 23%. Therefore, the impact of the rising medical claims costs coupled with the final phase-in to 20% or 23% cost share is resulting in an even larger increase in the UHC EPO employee premiums.

- Fraternal Order of Police (FOP) Lodge 30 - The employee cost share for FOP park police officers enrolled in any medical, prescription and/or dental plan will increase from 22% to 23%.
- Municipal and County Government Employee Organization (MCGEO) collective bargaining agreement (passed through to non-represented career employees) - The employee cost share for the UnitedHealthcare Exclusive Provider Organization (EPO) plan is increasing from 17.5% to 20% because it is not the lowest cost medical plan.

### **Self-Insured Plans New Total Premium Rates**

Rates for the agency’s self-insured medical and prescription plans were calculated incorporating the following:

- Enrollment and claims for the most recent 12-month period ending June 30, 2018;
- General health care and prescription drug trends;
- Expenses from our group insurance fund for staff salary and other overhead costs; and
- **The main cost driver** is the significant increases in the number of large claims (any claim over \$50k) paid under the UnitedHealthcare plans (**See attachment A**).



## Details of The Medical and Prescription Rates

In establishing our new rates, we are recommending that we implement all the increases “as is”, except one and decreases, except one. Note that last year, due to large surpluses in the Group Insurance Fund over the past years, the Commission held self-insured plan rates flat rather than increase them for a number of plans to utilize some of the excess fund balance. This year, medical plan premiums changes range from no increase to 22.9%. The Prescription Plan increase is 7.9% which is more in line with expectations.

### January 2019 Rates

- Caremark Prescription – 7.9% increase
  - Increase in prices of drugs;
  - Increase in utilization of both specialty and non-specialty drugs;
  - Trends based on Aon’s Trend model and utilization;
  - Prior year’s increase was quoted at 3.8%, but the increase was not passed on. Rates were kept flat;
  - Increases in bi-weekly employee contributions range from
    - FOP - \$2.63 for single coverage to \$7.89 for family coverage.
    - MCGEO and Non-represented - \$1.11 for single coverage to \$3.33 for family coverage.
  
- UnitedHealthcare (UHC) EPO – 22.9% increase (Recommending an 18% increase)
  - Significant increase, 34.8%, in large or catastrophic claim activity;
  - Trends based on Aon’s Trend model and utilization;
  - Prior year’s increase was quoted at 4.8%, but the increase was not passed on. Rates were kept flat, but employees did see an increase as the cost share increased from 15% to 17.5% for MCGEO and Non-represented; and FOP member cost share increased from 20% to 22%;
  - Increases in bi-weekly employee contributions with 18% increase range from:
    - FOP - \$10.53 for single coverage to \$31.60 for family coverage.
    - MCGEO and Non-represented - \$12.48 for single coverage to \$37.45 for family coverage.
  
- UHC EPO Medicare Eligible – 4.8% increase
  - Trends based on Aon’s Trend model and utilization;
  - This was a newly unbundled rate created for 2018 for retirees who were Medicare eligible;
  - In prior year there was a decrease of 15.8% from prior bundled (with actives) rate which was passed on to retirees.
    - Increases in monthly retiree contributions range from \$3.60 for single coverage to \$10.80 for family coverage.
  
- UHC POS – 16.1% increase
  - Significant increase, 34.8%, in large or catastrophic claim activity;
  - Trends based on Aon’s Trend model and utilization

- In prior year this plan had a 9.9% decrease in rates which was passed on to employees;
- Increases in bi-weekly employee contributions range from:
  - FOP - \$11.06 for single coverage to \$33.18 for family coverage.
  - MCGEO and Non-represented - \$7.58 for single coverage to \$22.74 for family coverage.
- UHC Medicare Complement – 0% change (Not passing on calculated decrease of 11.5%)
  - Decreased utilization;
  - Decrease in large claim activity;
  - In prior year this plan had a 6.6% decrease which was passed on to the retiree.
- Kaiser Permanente with Prescription – 5.6% increase
  - Kaiser is a fully insured plan;
  - Rates are determined by the carrier;
  - Medical and prescription coverage are bundled under one premium;
  - Last year, the rate increase was 4.9%, which was passed on to the employee;
  - Kaiser’s rates are the lowest therefore the cost share will remain at 15% for employees;
  - Increases in bi-weekly employee contributions range from:
    - FOP - \$5.56 for single coverage to \$16.68 for family coverage.
    - MCGEO and Non-represented - \$2.04 for single coverage to \$6.12 for family coverage.
- Kaiser Permanente Medicare Complement with Prescription – 0% increase
  - Kaiser is a fully insured plan;
  - Rates are determined by the carrier;
  - Medical and prescription coverage are bundled under one premium
  - Last year, the rate increase was 3.0%, which was passed on to the retiree.

See attachments B -E for the rate changes and dollar impact for employee and retiree groups.

### **Premium Holidays**

As mentioned previously, the Commission utilized surplus fund balance in the GIF as a cushion against increasing certain premiums last year in accordance with uses permitted by our MCGEO contract. Effective with the new MCGEO contract, the Commission is now authorized to implement premium holidays and has authorized two medical and prescription premium holidays in FY 19 to provide some relief to employees and operating departments.

### **Stop Loss Insurance Levels**

Stop loss insurance protects the agency from the financial impact of high dollar claims incurred under the self-insured plans. While there was an increase in the number of large catastrophic claims, there was only one claim that exceeded the current individual stop loss point of \$400,000. The individual stop loss point will remain at \$400,000 for 2019.



## **Fully Insured Benefit Plans**

Under fully-insured plans, the insurance company bears the entire risk of claims and underwrites the premiums. The agency cannot unilaterally adjust these premiums.

### ***Vision Plan***

The agency is changing the carrier for the vision plans from Vision Service Plan to EyeMed resulting from a request for proposals (RFP). The rates are decreasing for the three options as follows:

- Low Option -18.9% reduction;
- Moderate Option – 21.0% reduction;
- High Option – 5.9% reduction;
- Rates are guaranteed for the next 4 years.

### ***Dental Plan***

The agency is changing the carrier for the dental plan from United Concordia (UCCI) to Delta Dental, resulting from an RFP. Currently one dental plan, a Dental Preferred Provider Organization (DPPO) is offered. For 2019, a Dental Health Maintenance Organization (DHMO) has been added as a second dental plan option.

- The rates for the current dental PPO plan are decreasing by 12.7%;
- The rates for the new dental HMO will be 57.3% less than the current DPPO rates;
- Rates are guaranteed for the next 3 years.

### ***Life Insurance Plans***

Favorable rates were obtained from a recent RFP.

- Basic Life - Rates have been reduced by 38.4% from \$0.204 per \$1,000 of coverage to \$0.116, with an 80% ER/20% EE cost share.
- Accidental Death and Dismemberment – Rates remain the same at \$0.025 per \$1,000 of coverage, with an 80% ER/20% EE cost share.
- Supplemental Life – Rates have been reduced by 24.9%;
  - Rates vary by age
  - 100% paid by employee
- Dependent Life – Rates remain the same
  - Rates vary by coverage amount selected;
  - 100% paid by employee
- Rates are guaranteed for 5 years;
- A special open enrollment will be conducted to allow enrollment without providing evidence of insurability for those currently not covered, including employees previously denied.

### ***Long Term Disability Plans***

In conjunction with Montgomery County Government, Montgomery College, Washington Suburban Sanitary Commission, the agency conducted an RFP for a long-term disability insurance vendor. Aon Consulting is coordinating the process. The results of the analysis have not been finalized at this time. The long-term disability plan is a mandatory benefit and not part of open enrollment. The preliminary rate quotes received from vendors are either at or below the

current rates. Once a finalist has been selected results of the RFP will be communicated as soon as possible.

***Other Plan Changes***

- Flexible Spending Account - The maximum that an employee may contribute to the health care flexible spending account is increasing from \$2,600 to \$2,650. The maximum for the dependent care account remains at \$5,000;
- Prescription Plan – The Transform Diabetes Care program, which provided coaching and assistance to better manage the condition, will no longer be offered by Caremark because the glucometers that were used to transmit members’ blood sugar readings were not working properly.

**Recommendations**

After brainstorming with MGCEO union representatives, followed by analysis conducted by budget and finance teams, see attachment G, staff recommends the following:

- Adopt the fully insured rates as presented;
- Pass on all calculated rate increases, except for the UnitedHealthcare EPO plan;
  - Reduce calculated increase of 22.9% to 18%
- Implement two premium holidays in the second half of FY2019, to occur between January and June of 2019;
- Implement one premium holiday in FY2020, to occur between July 1 and December 31, 2019.

The combination of the reduction of the increase in the UHC EPO rate and the three premium holidays in calendar year 2019 will help mitigate the impact to employees’ take home pay.

**Attachments**

Attachment A – Large Claimants History

Attachment B – Park Police Officers

Attachment C – Municipal and County Government Employees Organization (MCGEO) and Non-Union Represented

Attachment D – Term Contract and Seasonal Employees

Attachment E – Retirees

Attachment F – Medical and Prescription Rates Combined for Comparison

Attachment G – Effect of reduction of UHC EPO rate increase to 18% and three premium holidays for MCGEO members at Top of Grade-only receive 1.5% COLA

# ATTACHMENT A

## Large Claimants — Actives

Large Claimants Exceeding \$50,000				
Current 2018 Claim Period 7/1/17 - 6/30/18				
		UHC EPO	UHC POS	
\$50,000 - \$100,000		19	\$1,198,046	28
\$100,000 - \$150,000		6	\$781,872	4
\$150,000 - \$200,000		3	\$544,762	3
\$200,000 - \$250,000				1
\$250,000 - \$300,000				
\$300,000 - \$400,000				1
\$400,000 - \$500,000				
\$500,000 - \$600,000		1	\$589,636	
\$600,000+				
<b>Total</b>		<b>29</b>	<b>\$3,114,316</b>	<b>37</b>
<b>Average Cost</b>			<b>\$107,390</b>	<b>\$94,587</b>
<b>Number of Members</b>			<b>1,849</b>	<b>2,243</b>
<b>Cost Per Member</b>			<b>\$1,684</b>	<b>\$1,560</b>

Large Claimants Exceeding \$50,000				
2017 Claim Period 7/1/16 - 6/30/17				
	Cigna EPO	UHC EPO	UHC POS	
\$50,000 - \$100,000		8	\$575,354	17
\$100,000 - \$150,000	1	\$117,599	\$700,912	3
\$150,000 - \$200,000		2	\$336,588	
\$200,000 - \$250,000		1	\$204,281	1
\$250,000 - \$300,000	1	\$289,605		
\$300,000 - \$400,000				
\$400,000 - \$500,000				
\$500,000 - \$600,000				
\$600,000+				
<b>Total</b>	<b>2</b>	<b>\$407,205</b>	<b>\$1,817,135</b>	<b>21</b>
<b>Average Cost</b>		<b>\$203,602</b>	<b>\$106,890</b>	<b>\$79,704</b>
<b>Number of Members</b>		<b>0</b>	<b>1,877</b>	<b>2,191</b>
<b>Cost Per Member</b>		<b>N/A</b>	<b>\$968</b>	<b>\$764</b>

# ATTACHMENT A

## Large Claimants — Retirees

Large Claimants Exceeding \$50,000						
Current 2018 Claim Period 7/1/17 - 6/30/18						
	UHC EPO	UHC POS	UHC Medicare Comp			
\$50,000 - \$100,000	6	\$412,721	8	\$549,132		
\$100,000 - \$150,000	2	\$229,040	1	\$118,957		
\$150,000 - \$200,000	1	\$150,740	1	\$166,181		
\$200,000 - \$250,000						
\$250,000 - \$300,000						
\$300,000 - \$400,000						
\$400,000 - \$500,000						
\$500,000 - \$600,000						
\$600,000+						
<b>Total</b>	<b>9</b>	<b>\$792,501</b>	<b>10</b>	<b>\$834,269</b>	<b>0</b>	<b>\$0</b>
<b>Average Cost</b>		<b>\$88,056</b>		<b>\$83,427</b>		<b>\$0</b>
<b>Number of Members</b>		<b>528</b>		<b>436</b>		<b>868</b>
<b>Cost Per Member</b>		<b>\$1,501</b>		<b>\$1,913</b>		<b>\$0</b>

Large Claimants Exceeding \$50,000						
2017 Claim Period 7/1/16 - 6/30/17						
	Cigna EPO	UHC EPO	UHC POS	UHC Medicare Comp		
\$50,000 - \$100,000	1	\$54,110	1	\$58,259	3	\$184,967
\$100,000 - \$150,000			1	\$146,530	2	\$264,356
\$150,000 - \$200,000					1	\$164,507
\$200,000 - \$250,000					1	\$206,967
\$250,000 - \$300,000						
\$300,000 - \$400,000						
\$400,000 - \$500,000						
\$500,000 - \$600,000						
\$600,000+						
<b>Total</b>	<b>1</b>	<b>\$54,110</b>	<b>2</b>	<b>\$204,789</b>	<b>7</b>	<b>\$820,796</b>
<b>Average Cost</b>		<b>\$54,110</b>		<b>\$102,395</b>		<b>\$117,257</b>
<b>Number of Members</b>		<b>0</b>		<b>487</b>		<b>463</b>
<b>Cost Per Member</b>		<b>N/A</b>		<b>\$421</b>		<b>\$1,773</b>
						<b>\$65,171</b>
						<b>841</b>
						<b>\$232</b>

**Park Police FOP Lodge 30  
Premiums Effective January 1, 2019**

<b>SINGLE COVERAGE</b>				
Plan	Full 2019 Monthly Rate	2019 Employee Bi-weekly	2018 Employee Bi-Weekly	\$Difference from 2018
Caremark Prescription	\$218.00	\$ 23.14	20.51	\$ 2.63
Kaiser Permanente HMO with Prescription	\$558.00	\$ 59.23	53.67	\$ 5.56
Kaiser Permanente Medicare Complement	\$309.31	\$ 32.83	31.41	\$ -
UnitedHealthcare Choice Plus POS	\$592.00	\$ 62.84	51.78	\$ 11.06
UHC Medicare Complement Plan	\$260.00	\$ 27.60	26.40	\$ -
UnitedHealthcare Select EPO	\$522.00	\$ 55.41	44.88	\$ 10.53
UHC Select EPO Medicare Eligible	\$390.00	\$ 41.40	37.77	\$ 3.63
Delta Dental PPO	\$32.26	\$ 3.42	4.14	\$ (0.72)
Delta Dental HMO	\$18.05	\$ 1.92	4.14	\$ (2.22)
EyeMed Vision Plan - Low	\$3.16	\$ 0.29	0.36	\$ (0.07)
EyeMed Vision Plan - Moderate	\$5.48	\$ 1.36	1.77	\$ (0.41)
EyeMed Vision Plan - High	\$9.53	\$ 3.23	3.24	\$ (0.01)
<b>TWO-MEMBER COVERAGE</b>				
Caremark Prescription	\$436.00	\$ 46.28	41.02	\$ 5.26
Kaiser Permanente HMO with Prescription	\$1,116.00	\$ 118.47	107.35	\$ 11.12
Kaiser Permanente Medicare Complement	\$618.62	\$ 65.67	62.81	\$ -
UnitedHealthcare Choice Plus POS	\$1,184.00	\$ 125.69	103.56	\$ 22.13
UHC Medicare Complement Plan	\$520.00	\$ 55.20	52.8	\$ 2.40
UnitedHealthcare Select EPO	\$1,044.00	\$ 110.82	89.76	\$ 21.06
UHC Select EPO Medicare Eligible	\$780.00	\$ 82.80	75.54	\$ 7.26
Delta Dental PPO	\$64.67	\$ 6.86	8.27	\$ (1.41)
Delta Dental HMO	\$35.10	\$ 3.73	8.27	\$ (4.54)
EyeMed Vision Plan - Low	\$6.36	\$ 0.59	0.72	\$ (0.13)
EyeMed Vision Plan - Moderate	\$10.98	\$ 2.72	3.52	\$ (0.80)
EyeMed Vision Plan - High	\$19.07	\$ 6.45	6.46	\$ (0.01)
<b>FAMILY COVERAGE</b>				
Caremark Prescription	\$654.00	\$ 69.42	61.53	\$ 7.89
Kaiser Permanente HMO with Prescription	\$1,673.99	\$ 177.70	161.02	\$ 16.68
Kaiser Permanente Medicare Complement	\$927.93	\$ 98.50	94.22	\$ -
UnitedHealthcare Choice Plus POS	\$1,776.00	\$ 188.53	155.35	\$ 33.18
UHC Medicare Complement Plan	\$780.00	\$ 82.80	79.2	\$ 3.60
UnitedHealthcare Select EPO	\$1,566.00	\$ 166.24	134.64	\$ 31.60
UHC Select EPO Medicare Eligible	\$1,170.00	\$ 124.20	113.31	\$ 10.89
Delta Dental PPO	\$119.59	\$ 12.69	12.41	\$ 0.28
Delta Dental HMO	\$50.85	\$ 5.40	12.41	\$ (7.01)
EyeMed Vision Plan - Low	\$9.52	\$ 0.88	1.08	\$ (0.20)
EyeMed Vision Plan - Moderate	\$16.47	\$ 4.09	5.28	\$ (1.19)
EyeMed Vision Plan - High	\$28.61	\$ 9.69	9.70	\$ (0.01)



**MCGEO and Non-Union Represented Employees  
Premiums Effective January 1, 2019**

<b>SINGLE COVERAGE</b>				
<b>Plan</b>	<b>Full 2019 Monthly Rate</b>	<b>2019 Employee Bi-weekly</b>	<b>2018 Employee Bi-Weekly</b>	<b>\$Difference from 2018</b>
Caremark Prescription	\$218.00	\$ 15.09	\$ 13.98	\$ 1.11
Kaiser Permanente HMO with Prescription	\$558.00	\$ 38.63	\$ 36.59	\$ 2.04
Kaiser Permanente Medicare Complement	\$309.31	\$ 21.41	\$ 21.41	\$ -
UnitedHealthcare Choice Plus POS	\$592.00	\$ 54.65	\$ 47.07	\$ 7.58
UHC Medicare Complement Plan	\$260.00	\$ 24.00	\$ 24.00	\$ -
UnitedHealthcare Select EPO	\$522.00	\$ 48.18	\$ 35.70	\$ 12.48
UHC Select EPO Medicare Eligible	\$390.00	\$ 36.00	\$ 30.04	\$ 5.96
Delta Dental PPO	\$32.26	\$ 2.98	\$ 3.76	\$ (0.78)
Delta Dental HMO	\$18.05	\$ 1.67	\$ 3.76	\$ (2.09)
EyeMed Vision Plan - Low	\$3.16	\$ 0.29	\$ 0.36	\$ (0.07)
EyeMed Vision Plan - Moderate	\$5.48	\$ 1.36	\$ 1.77	\$ (0.41)
EyeMed Vision Plan - High	\$9.53	\$ 3.23	\$ 3.24	\$ (0.01)
<b>TWO-MEMBER COVERAGE</b>				
Caremark Prescription	\$436.00	\$ 30.18	\$ 27.97	\$ 2.21
Kaiser Permanente HMO with Prescription	\$1,116.00	\$ 77.26	\$ 73.18	\$ 4.08
Kaiser Permanente Medicare Complement	\$618.62	\$ 42.83	\$ 42.83	\$ -
UnitedHealthcare Choice Plus POS	\$1,184.00	\$ 109.29	\$ 94.13	\$ 15.16
UHC Medicare Complement Plan	\$520.00	\$ 48.00	\$ 48.00	\$ -
UnitedHealthcare Select EPO	\$1,044.00	\$ 96.37	\$ 71.40	\$ 24.97
UHC Select EPO Medicare Eligible	\$780.00	\$ 72.00	\$ 60.07	\$ 11.93
Delta Dental PPO	\$64.67	\$ 5.97	\$ 7.50	\$ (1.53)
Delta Dental HMO	\$35.10	\$ 3.24	\$ 7.50	\$ (4.26)
EyeMed Vision Plan - Low	\$6.36	\$ 0.59	\$ 0.72	\$ (0.13)
EyeMed Vision Plan - Moderate	\$10.98	\$ 2.72	\$ 3.52	\$ (0.80)
EyeMed Vision Plan - High	\$19.07	\$ 6.45	\$ 6.46	\$ (0.01)
<b>FAMILY COVERAGE</b>				
Caremark Prescription	\$654.00	\$ 45.28	\$ 41.95	\$ 3.33
Kaiser Permanente HMO with Prescription	\$1,673.99	\$ 115.89	\$ 109.77	\$ 6.12
Kaiser Permanente Medicare Complement	\$927.93	\$ 64.24	\$ 64.24	\$ -
UnitedHealthcare Choice Plus POS	\$1,776.00	\$ 163.94	\$ 141.20	\$ 22.74
UHC Medicare Complement Plan	\$780.00	\$ 72.00	\$ 72.00	\$ -
UnitedHealthcare Select EPO	\$1,566.00	\$ 144.55	\$ 107.10	\$ 37.45
UHC Select EPO Medicare Eligible	\$1,170.00	\$ 108.00	\$ 90.10	\$ 17.90
Delta Dental PPO	\$119.59	\$ 11.04	\$ 11.25	\$ (0.21)
Delta Dental HMO	\$50.85	\$ 4.69	\$ 11.25	\$ (6.56)
EyeMed Vision Plan - Low	\$9.52	\$ 0.88	\$ 1.08	\$ (0.20)
EyeMed Vision Plan - Moderate	\$16.47	\$ 4.09	\$ 5.28	\$ (1.19)
EyeMed Vision Plan - High	\$28.61	\$ 9.69	\$ 9.70	\$ (0.01)

**Retirees/Survivors  
Premiums Effective January 1, 2019**

<b>SINGLE COVERAGE</b>				
Plan	Full 2019 Monthly Rate	2019 Retiree Monthly	2018 Retiree Monthly	\$Difference from 2018
Caremark Prescription	\$218.00	\$ 43.60	40.40	\$ 3.20
Kaiser Permanente HMO with Prescription	\$558.00	\$ 111.60	105.72	\$ 5.88
Kaiser Permanente Medicare Complement	\$309.31	\$ 61.86	61.86	\$ -
UnitedHealthcare Choice Plus POS	\$592.00	\$ 118.40	102	\$ 16.40
UHC Medicare Complement Plan	\$260.00	\$ 52.00	52.00	\$ -
UnitedHealthcare Select EPO	\$522.00	\$ 104.40	88.4	\$ 16.00
UHC Select EPO Medicare Eligible	\$390.00	\$ 78.00	74.4	\$ 3.60
Delta Dental PPO	\$32.26	\$ 6.45	8.15	\$ (1.70)
Delta Dental HMO	\$18.05	\$ 3.61	8.15	\$ (4.54)
EyeMed Vision Plan - Low	\$3.16	\$ 0.63	0.78	\$ (0.15)
EyeMed Vision Plan - Moderate	\$5.48	\$ 2.95	3.82	\$ (0.87)
EyeMed Vision Plan - High	\$9.53	\$ 7.00	7.01	\$ (0.01)
<b>TWO-MEMBER COVERAGE</b>				
Caremark Prescription	\$436.00	\$ 87.20	80.80	\$ 6.40
Kaiser Permanente HMO with Prescription	\$1,116.00	\$ 223.20	211.45	\$ 11.75
Kaiser Permanente Medicare Complement	\$618.62	\$ 123.72	123.72	\$ -
UnitedHealthcare Choice Plus POS	\$1,184.00	\$ 236.80	204	\$ 32.80
UHC Medicare Complement Plan	\$520.00	\$ 104.00	104	\$ -
UnitedHealthcare Select EPO	\$1,044.00	\$ 208.80	176.8	\$ 32.00
UHC Select EPO Medicare Eligible	\$780.00	\$ 156.00	148.8	\$ 7.20
Delta Dental PPO	\$64.67	\$ 12.93	16.3	\$ (3.37)
Delta Dental HMO	\$35.10	\$ 7.02	16.3	\$ (9.28)
EyeMed Vision Plan - Low	\$6.36	\$ 1.27	1.56	\$ (0.29)
EyeMed Vision Plan - Moderate	\$10.98	\$ 5.89	7.62	\$ (1.73)
EyeMed Vision Plan - High	\$19.07	\$ 13.98	14	\$ (0.02)
<b>FAMILY COVERAGE</b>				
Caremark Prescription	\$654.00	\$ 130.80	121.2	\$ 9.60
Kaiser Permanente HMO with Prescription	\$1,673.99	\$ 334.80	317.17	\$ 17.63
Kaiser Permanente Medicare Complement	\$927.93	\$ 185.59	185.59	\$ -
UnitedHealthcare Choice Plus POS	\$1,776.00	\$ 355.20	306	\$ 49.20
UHC Medicare Complement Plan	\$780.00	\$ 156.00	156	\$ -
UnitedHealthcare Select EPO	\$1,566.00	\$ 313.20	265.2	\$ 48.00
UHC Select EPO Medicare Eligible	\$1,170.00	\$ 234.00	223.2	\$ 10.80
Delta Dental PPO	\$119.59	\$ 23.92	24.45	\$ (0.53)
Delta Dental HMO	\$50.85	\$ 10.17	24.45	\$ (14.28)
EyeMed Vision Plan - Low	\$9.52	\$ 1.90	2.34	\$ (0.44)
EyeMed Vision Plan - Moderate	\$16.47	\$ 8.85	11.45	\$ (2.60)
EyeMed Vision Plan - High	\$28.61	\$ 20.99	21.02	\$ (0.03)

<b>BI-WEEKLY COMBINED MEDICAL AND PRESCRIPTION RATES</b>			
<b>Level of Coverage</b>	<b>Kaiser HMO includes Prescription</b>	<b>UHC EPO with Caremark Prescription</b>	<b>UHC POS with Caremark Prescription</b>
<b>FOP (Non-Command Staff)</b>			
<b>Single</b>	<b>\$59.23</b>	<b>\$78.55</b>	<b>\$85.98</b>
<b>Two Member</b>	<b>\$118.47</b>	<b>\$157.10</b>	<b>\$171.97</b>
<b>Family</b>	<b>\$177.70</b>	<b>\$235.66</b>	<b>\$257.95</b>
<b>MCGEO AND NON-REPRESENTED</b>			
<b>Single</b>	<b>\$38.63</b>	<b>\$63.27</b>	<b>\$69.74</b>
<b>Two Member</b>	<b>\$77.26</b>	<b>\$126.55</b>	<b>\$139.47</b>
<b>Family</b>	<b>\$115.89</b>	<b>\$189.83</b>	<b>\$209.22</b>

**NOTES**

1. FOP cost share is 23% for medical and prescription
2. MCGEO and Non-Represented cost share is 15% for Kaiser and prescription
3. MCGEO and Non-Represented cost share is 20% for UHC EPO and UHC POS



# ATTACHMENT G

MCGEO	UHC - EPO						
	HL1	HL2	HL3/4	HL5/6	HL7		
Grade							
FY18 TOG	44,795	52,551	56,203	62,184	69,777		
FY19 TOG	45,467	53,339	57,046	63,117	70,824		
Annual Pay Difference	672	788	843	933	1,047		
Coverage	Single	Family	Single	Family	Single	Family	Single
CY18							
Health	928.20	2,784.60					
Rx	363.48	1,090.70					
Dental	97.76	292.50					
CY19							
Health	1,252.68	3,758.30					
Rx	392.34	1,177.28					
Dental	77.48	287.04					
Annual Insurance Difference	333.06	1,054.82					
FY19 Holiday - Health	96.36	289.10					
FY19 Holiday - Rx	30.18	90.56					
FY20 Holiday - Health	48.18	144.55					
FY20 Holiday - Rx	15.09	45.28					
Net Annual Pay Difference	528.75	186.67	644.75	302.67	699.75	447.67	903.75
							561.67

# ATTACHMENT G

MCGEO	UHC - POS						
	HL1	HL2	HL3/4	HL5/6	HL7		
Grade							
FY18 TOG	44,795	52,551	56,203	62,184	69,777		
FY19 TOG	45,467	53,339	57,046	63,117	70,824		
Annual Pay Difference	672	788	843	933	1,047		
Coverage	Single	Single	Single	Single	Single	Family	Family
CY18							
Health	1,223.82	3,671.20					
Rx	363.48	1,090.70					
Dental	97.76	292.50					
CY19							
Health	1,420.90	4,262.44					
Rx	392.34	1,177.28					
Dental	77.48	287.04					
Annual Insurance Difference	205.66	672.36					
FY19 Holiday - Health	109.30	327.88					
FY19 Holiday - Rx	30.18	90.56					
FY20 Holiday - Health	54.65	163.94					
FY20 Holiday - Rx	15.09	45.28					
Net Annual Pay Difference	675.56	627.30	743.30	846.56	798.30	888.30	1,002.30

# ATTACHMENT G

MCGEO	Kaiser						
Grade	HL1	HL2	HL3/4	HL5/6	HL7		
FY18 TOG	44,795	52,551	56,203	62,184	69,777		
FY19 TOG	45,467	53,339	57,046	63,117	70,824		
Annual Pay Difference	672	788	843	933	1,047		
Coverage	Single	Family	Single	Family	Single	Family	Single
CY18							
Health	951.34	2,854.02					
Rx							
Dental	97.76	292.50					
CY19							
Health	1,004.38	3,013.14					
Rx							
Dental	77.48	287.04					
Annual Insurance Difference	32.76	153.66					
FY19 Holiday - Health	77.26	231.78					
FY19 Holiday - Rx							
FY20 Holiday - Health	38.63	115.89					
FY20 Holiday - Rx							
Net Annual Pay Difference	755.13	866.01	926.13	1,037.01	1,016.13	1,127.01	1,130.13
							1,241.01




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

6611 Kenilworth Avenue Riverdale, Maryland 20730

Date: September 26, 2018

To: The Maryland-National Capital Park and Planning Commission

Via: Patricia C. Barney, Executive Director  
John Kroll, Corporate Budget Manager 

From: Melinda Duong, Senior Budget Analyst <sup>MLD</sup>

Subject: CAS Labor Cost Allocation Analysis for the FY20 Budget

**Recommendation:**

It is recommended that the Commission adopt the update to the labor cost percentages used to allocate CAS department budgets between Montgomery and Prince George's counties for the FY20 Proposed Budget.

This recommendation was presented to Executive Committee on September 17, 2018. The Executive Committee supports the proposed CAS Labor Cost Allocation.

**Background**

Developed annually, the analysis looked at the 6 CAS departments/units providing services to the two counties to determine what percentage of time and hence budget should be charged to which funding sources.

Three CAS functions are not addressed in this analysis: Group Insurance – labor costs are factored into the rates set for the employer and employee/retiree, and, since FY14, no longer allocated and charged directly to the operating departments in each county. CIO – Labor costs are allocated by the percentage of subscriptions to the Cloud and included in the two CIO / Commission-wide IT Initiatives Fund budgets. Risk Management – in the past the administrative costs have been allocated 50/50. After analyzing staff time records for the three-year period from FY16 to FY18, even though the allocation is slightly different each year, the annualized allocation for Risk Management remains 50/50.

**Methodology**

Fiscal year data is extracted from the time card system. For those divisions for which cost drivers are not applied, work hours are classified as Montgomery County, Prince George's County or Bi-county, according to the description of the labor codes used. If the labor code does not indicate a specific county for the work/leave hours, the hours are classified as Bi-county. Bi-county hours are allocated 50/50 between the two counties.

For Accounts Payable, Treasury/Investments, Payroll and Purchasing units of the Finance Department, and Employee Records and Recruitment units of the Department of Human Resources and Management, the labor cost allocations are done using cost drivers, i.e., work hours are classified and distributed as Montgomery or Prince George's according to the Cost Driver table below. For Accounts Payable and Payroll the driver is number of payments issued; for Purchasing the driver is total document volume (including PO's, contracts and purchase card transactions); for Treasury the driver is the number of cash receipts and deposits; for Employee Records the driver is the number of PA2's processed; for Recruitment the driver is the number of applications.

Whether utilizing the labor hour allocations or the cost drivers, the results are then factored into a three-year moving average to smooth individual year variations.

Two CAS departments do not utilize either of these methodologies. For the Merit System Board, it is assumed that the decisions they render are applicable to the Commission as a whole. Therefore, their budget is allocated on a 50/50 basis.

Support Services – Historically allocated on a 50/50 basis, beginning with FY15 these expenses are now allocated based upon the three-year labor allocation average of the CAS departments/units that are supported.

## Results

Cost drivers were updated for FY18 by Finance and DHRM and these results are shown below along with the drivers used for prior periods.

Cost Drivers	FY14		FY15		FY16		FY17		FY18		% shift in Share	
	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC
Accounts Payable	29.6%	70.4%	31.0%	69.0%	36.0%	64.0%	38.5%	61.5%	43.50%	56.50%	5.0%	-5.0%
Payroll	22.0%	78.0%	23.5%	76.5%	24.5%	75.5%	24.8%	75.2%	24.80%	75.20%	0.0%	0.0%
Purchasing	46.5%	53.5%	45.9%	54.1%	50.3%	49.7%	49.9%	50.1%	49.62%	50.38%	-0.2%	0.2%
Treasury/Investment	35.0%	65.0%	30.0%	70.0%	30.0%	70.0%	20.0%	80.0%	20.00%	80.00%	0.0%	0.0%
Employee Records	19.0%	81.0%	21.0%	79.0%	22.0%	78.0%	23.0%	77.0%	15.89%	84.11%	-7.1%	7.1%
Recruitment	40.0%	60.0%	43.3%	56.7%	45.0%	55.0%	44.1%	55.9%	49.70%	50.30%	5.6%	-5.6%

Using the labor hour splits for some divisions, the cost driver calculations for other divisions, and the assumptions noted above under Methodology for Merit Board and Support Services resulted in the allocation percentages shown below.

## ALLOCATION OF CAS BUDGET TO EACH COUNTY FY14 TO FY19

	FY19		FY20 Proposed		Change from FY19	
	MC	PGC	MC	PGC	MC	PGC
DHRM	43.0%	57.0%	42.7%	57.3%	-0.3%	0.3%
Finance	44.1%	55.9%	44.5%	55.5%	0.4%	-0.4%
Legal	49.9%	50.1%	51.1%	48.9%	1.2%	-1.2%
Office of Inspector General	34.8%	65.2%	34.7%	65.3%	-0.1%	0.1%
Merit System Board	50.0%	50.0%	50.0%	50.0%	0.0%	0.0%
Support Services	44.3%	55.7%	44.7%	55.3%	0.4%	-0.4%
<b>Total CAS Before Chargebacks</b>	<b>44.6%</b>	<b>55.4%</b>				

Below is an expanded summary showing the budgeted allocations from FY14 through FY19

**ALLOCATION OF CAS BUDGET TO EACH COUNTY FY14 TO FY19**

	FY14		FY15		FY16		FY17		FY18		FY19		FY20 Proposed		Change from FY19	
	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC
DHRM	42.5%	57.5%	43.7%	56.3%	42.9%	57.1%	42.4%	57.6%	42.6%	57.4%	43.0%	57.0%	42.7%	57.3%	-0.3%	0.3%
Finance	43.4%	56.6%	42.7%	57.3%	42.9%	57.1%	42.9%	57.1%	43.6%	56.4%	44.1%	55.9%	44.5%	55.5%	0.4%	-0.4%
Legal	57.4%	42.6%	56.1%	43.9%	53.8%	46.2%	52.0%	48.0%	50.5%	49.5%	49.9%	50.1%	51.1%	48.9%	1.2%	-1.2%
Office of Inspector General	32.4%	67.6%	32.4%	67.6%	30.9%	69.1%	34.7%	65.3%	34.9%	65.1%	34.8%	65.2%	34.7%	65.3%	-0.1%	0.1%
Ment System Board	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	0.0%	0.0%
Support Services	50.0%	50.0%	45.1%	54.9%	44.7%	55.3%	44.2%	55.8%	44.5%	55.5%	44.3%	55.7%	44.7%	55.3%	0.4%	-0.4%
<b>Total CAS Before Chargebacks</b>	<b>46.0%</b>	<b>54.0%</b>	<b>45.4%</b>	<b>54.6%</b>	<b>44.7%</b>	<b>55.3%</b>	<b>44.3%</b>	<b>55.7%</b>	<b>44.4%</b>	<b>55.6%</b>	<b>44.6%</b>	<b>55.4%</b>	<b>44.7%</b>	<b>55.3%</b>	<b>0.4%</b>	<b>-0.4%</b>

This table provides the divisional labor allocation in detail, including the three-year average which forms the basis for each year's proposed allocation.

	FY 14		FY 15		FY 16		FY 17		FY 18			
	MC	PGC	Total	MC	PGC	Total	MC	PGC	Total	MC	PGC	Total
<b>30 - Dept Human Resources &amp; Mgmt</b>	42.0%	58.0%	100%	42.6%	57.4%	100%	44.6%	55.4%	100%	42.1%	57.9%	100%
OFFICE OF THE EXEC. DIR.	50.4%	49.6%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
BUDGET DIVISION	48.8%	51.2%	100%	47.7%	52.3%	100%	49.4%	50.6%	100%	49.9%	50.1%	100%
CLASSIFICATION COMPENSATION	56.1%	43.9%	100%	52.6%	47.4%	100%	53.4%	46.6%	100%	51.9%	48.1%	100%
CORP. POLICY & MGMT SVCS	49.9%	50.1%	100%	50.1%	49.9%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
EMPLOYEE LABOR RELATIONS	57.9%	42.1%	100%	52.9%	47.1%	100%	57.5%	42.5%	100%	50.1%	49.9%	100%
HRIS/EMP. RECORDS	19.0%	81.0%	100%	21.0%	79.0%	100%	22.0%	78.0%	100%	23.0%	77.0%	100%
RECRUITMENT	40.0%	60.0%	100%	43.3%	56.7%	100%	45.0%	55.0%	100%	44.1%	55.9%	100%
<b>31 - Legal</b>	52.6%	47.4%	100%	49.7%	50.3%	100%	49.0%	51.0%	100%	51.0%	49.0%	100%
<b>32 - Finance Department</b>	42.7%	57.3%	100%	42.6%	57.4%	100%	44.9%	55.1%	100%	43.6%	56.4%	100%
ACCOUNTING	44.5%	55.5%	100%	45.6%	54.4%	100%	44.8%	55.2%	100%	50.6%	49.4%	100%
ACCOUNTS PAYABLE	29.6%	70.4%	100%	31.0%	69.0%	100%	36.0%	64.0%	100%	38.5%	61.5%	100%
ADMINISTRATIVE SERVICES	50.0%	50.0%	100%	49.9%	50.1%	100%	49.0%	51.0%	100%	48.6%	51.4%	100%
INVESTMENTS	35.0%	65.0%	100%	30.0%	70.0%	100%	30.0%	70.0%	100%	20.0%	80.0%	100%
IT DIVISION	49.8%	50.2%	100%	49.8%	50.2%	100%	50.0%	50.0%	100%	48.3%	51.7%	100%
OFFICE OF THE SEC-TREAS.	50.0%	50.0%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
PAYROLL	22.0%	78.0%	100%	23.5%	76.5%	100%	24.5%	75.5%	100%	24.8%	75.2%	100%
PURCHASING	46.5%	53.5%	100%	45.9%	54.1%	100%	50.3%	49.7%	100%	49.9%	50.1%	100%
<b>52 - Office of Inspector General</b>	30.1%	69.9%	100%	37.2%	62.8%	100%	36.4%	63.6%	100%	29.7%	70.3%	100%
<b>Total CAS</b>	44.2%	55.8%	100%	43.9%	56.1%	100%	45.2%	54.8%	100%	43.8%	56.2%	100%

Notes:

- 1) Highlighted rows represents labor cost allocations are done with cost drivers
- 2) Result include chargeback positions based on time card records

	3 Year Average		3 Year Average		3 Year Average		3 Year Average vs FY19 Budget		
	MC	PGC	Total	MC	PGC	Total	MC	PGC	Total
<b>30 - Dept Human Resources &amp; Mgmt</b>	43.1%	56.9%	100%	43.1%	56.9%	100%	43.0%	57.0%	100%
OFFICE OF THE EXEC. DIR.	50.1%	49.9%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
BUDGET DIVISION	48.7%	51.3%	100%	49.0%	51.0%	100%	49.6%	50.4%	100%
CLASSIFICATION COMPENSATION	54.0%	46.0%	100%	52.6%	47.4%	100%	50.3%	49.7%	100%
CORP. POLICY & MGMT SVCS	50.0%	50.0%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
EMPLOYEE LABOR RELATIONS	56.1%	43.9%	100%	53.5%	46.5%	100%	55.8%	44.2%	100%
HRIS/EMP. RECORDS	20.7%	79.3%	100%	22.0%	78.0%	100%	20.3%	79.7%	100%
RECRUITMENT	42.8%	57.2%	100%	44.1%	55.9%	100%	46.3%	53.7%	100%
<b>31 - Legal</b>	50.4%	49.6%	100%	49.9%	50.1%	100%	51.1%	48.9%	100%
<b>32 - Finance Department</b>	43.4%	56.6%	100%	43.7%	56.3%	100%	44.5%	55.5%	100%
ACCOUNTING	44.9%	55.1%	100%	47.0%	53.0%	100%	49.0%	51.0%	100%
ACCOUNTS PAYABLE	32.2%	67.8%	100%	35.2%	64.8%	100%	39.3%	60.7%	100%
ADMINISTRATIVE SERVICES	49.6%	50.4%	100%	49.2%	50.8%	100%	49.1%	50.9%	100%
INVESTMENTS	31.7%	68.3%	100%	26.7%	73.3%	100%	23.3%	76.7%	100%
IT DIVISION	49.9%	50.1%	100%	49.4%	50.6%	100%	49.1%	50.9%	100%
OFFICE OF THE SEC-TREAS.	50.0%	50.0%	100%	50.0%	50.0%	100%	50.0%	50.0%	100%
PAYROLL	23.3%	76.7%	100%	24.3%	75.8%	100%	24.7%	75.3%	100%
PURCHASING	47.6%	52.4%	100%	48.7%	51.3%	100%	49.9%	50.1%	100%
<b>52 - Office of Inspector General</b>	34.6%	65.4%	100%	34.4%	65.6%	100%	34.7%	65.3%	100%
<b>Total CAS</b>	44.4%	55.6%	100%	44.3%	55.7%	100%	44.7%	55.3%	100%



## Multi-Year Change Summary

The table below shows the change from year to year, including the proposed change for FY20.

Change from Prior Year

	FY15		FY16		FY17		FY18		FY19		FY20	
	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC	MC	PGC
DHRM	1.2%	-1.2%	-0.9%	0.9%	-0.5%	0.5%	0.2%	-0.2%	0.4%	-0.4%	-0.3%	0.3%
Finance	-0.6%	0.6%	0.2%	-0.2%	0.0%	0.0%	0.7%	-0.7%	0.5%	-0.5%	0.4%	-0.4%
Legal	-1.3%	1.3%	-2.3%	2.3%	-1.8%	1.8%	-1.5%	1.5%	-0.6%	0.6%	1.2%	-1.2%
Office of Inspector General	-0.1%	0.1%	-1.5%	1.5%	3.8%	-3.8%	0.3%	-0.3%	-0.1%	0.1%	-0.1%	0.1%
Merit System Board	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Support Services	-4.9%	4.9%	-0.4%	0.4%	-0.5%	0.5%	0.3%	-0.3%	-0.2%	0.2%	0.4%	-0.4%
Total CAS Before Chargebacks	-0.6%	0.6%	-0.7%	0.7%	-0.4%	0.4%	0.1%	-0.1%	0.2%	-0.2%		

## Recommendation

The recommendation is to adopt the results of this year's analysis and direction be given to staff to utilize in developing the FY20 Proposed Budget. Using FY19 budget numbers, this would shift approximately \$81,000 to Montgomery County from Prince George's County.



**AUDIT COMMITTEE ACTIVITY REPORT**

**FY2018 (July 1, 2017 – June 30, 2018)**

Prepared by the Audit Committee for the Commission Chair and Vice-Chair, and  
Submission to the Full Commission

**Report Date:** September 26, 2018

**Audit Committee Members (FY18):**

Norman Dreyfuss, Audit Committee Chair, Montgomery County Planning Board  
Dorothy Bailey, Prince George's County Planning Board  
Karen Tobat, Public Member, Montgomery County  
Benjamin Williams, Public Member, Prince George's County

## INTRODUCTION

The Audit Committee (AC or Committee) operates independently from the management of the Maryland-National Capital Park and Planning Commission (M-NCPPC or Commission). The AC serves as a forum, in which auditors and other interested parties may identify and discuss concerns related to financial reporting and internal controls.

The Annotated Code of Maryland, Land Use Article, Subtitle 4 Audit Committee, §15-401-§15-405, governs the establishment and function of the Audit Committee (e.g. membership, terms, qualifications, and powers). The new regulations went into effect October 1, 2017.

The new regulations require four (4) voting AC members and one (1) nonvoting member. At the November 2017 AC meeting, Commissioner Norman Dreyfuss (Montgomery County) was appointed Audit Committee Chair. Other Committee members include Commissioner Dorothy Bailey (Prince George's County), Ms. Karen Tobat, public member representing Montgomery County, and Mr. Benjamin Williams, public member representing Prince George's County. The Commission Chair serves as the nonvoting member.

The new regulations also required the establishment of an Office of the Inspector General (OIG) within the Commission (Subtitle 5 Office of the Inspector General, §15-501-§15-508). The regulations strengthened the OIG's independence by shifting the reporting relationship of the Inspector General from the Commission's Chair and Vice Chair to the Audit Committee.

Maryland-National Capital Park and Planning Commission (M-NCPPC) Practice No. 1-31, *Organization and Functions of the Audit Committee*, provides additional guidance on the Committee's requirements. The Practice requires the AC to submit the following annual reports:

- A written report that addresses how the Committee discharged its duties and met its responsibilities.
- A summary of significant audit findings as prepared by the Inspector General.
- Evaluation of the adequacy of internal controls; the agency's adherence to financial regulations/policies; and any other significant concerns/complaints that were filed with or identified by the Audit Committee.

## DISCHARGE OF DUTIES

### Audit Committee Meetings and Communications

The Audit Committee (AC) is required to hold at least four meetings during each year to discuss proposed audits and investigations. For FY18, the AC met five (5) times:

- September 20, 2017 – Montgomery Regional Office, AC general meeting and annual report presentation
- November 28, 2017 – Conference Call, AC general meeting
- December 20, 2017 – Montgomery Regional Office, AC general meeting and meeting with external auditor
- March 6, 2018 – Conference Call, AC general meeting
- June 12, 2018 – Conference Call, AC general meeting

### Inspector General

The Audit Committee must select and appoint the Inspector General. The AC appointed Ms. Renee Kenney, Inspector General on December 20, 2017 for a four (4) year term. Commission, Merit System employees within the Office of Internal Audit transferred to the Office of the Inspector General.

Review and Approval of Internal Audit Plan – On June 21, 2017, the AC formally approved the FY18 Audit Plan submitted by Ms. Kenney<sup>1</sup>. The results of the Commission wide risk assessment/interviews were used to develop the plan.

### External Auditors

The Audit Committee is responsible for appointment, compensation, retention, and oversight of the work of any external auditor engaged for the purpose of performing independent audit services, reviews or attest services.

- Each fiscal year, the Office of the Secretary-Treasurer submits a Comprehensive Annual Financial Report (CAFR), in accordance with the Land Use Article of the Annotated Code of Maryland. In conjunction with the CAFR, State statute requires an annual audit by independent certified public accountants. The Commission selected the accounting firm of SB & Company to complete the FY18 external review (year three (3) of a five (5) year contract). The following meetings were held with the external auditors:
  - June 21, 2017 – Reviewed scope and objective of FY17 Audit
  - December 20, 2017 - Reviewed results of the FY17 Audit
  - July 18, 2018 – Reviewed scope and objective of the FY18 Audit

<sup>1</sup> On June 12, 2018, the AC formally approved by FY19 Audit Plan.

## SUMMARY OF SIGNIFICANT AUDIT FINDINGS

The Inspector General submitted the Office of the Inspector General's (OIG's) Fiscal Year 2018 Annual Report to the Audit Committee on July 13, 2018. Per the report:

For FY18, seven (7) audit reports included a major audit concern. If the overall control environment for the unit or process being audited requires management's immediate attention, details of the deficiencies are included in the "Major Audit Concerns" section of the report.

The audit reports with major audit concerns included:

- 1) Americans with Disabilities Act Compliance -Title II – Data Storage
- 2) Commission Energy Management/Utilities
- 3) Rock Creek Maintenance Facility
- 4) Montgomery County Park Police – Timekeeping Procedures
- 5) Montgomery County Park Police – Officer Issued Equipment
- 6) ██████ – Timekeeping Procedures
- 7) Office Service Unit – Print Shop

For FY18, the OIG identified 39 high-risk audit findings. The OIG relies on the auditor's professional judgment when assigning risk ratings (high, medium, or low) to individual audit findings. A high-risk rating indicates a deficiency in the design or operation of an internal control procedure(s) that could adversely affect an operating unit's ability to safeguard assets, comply with laws and regulations, and ensure transactions are properly executed and recorded on a timely basis.

The following high-risk audit findings appear to be pervasive throughout the Commission:

- Lack of managerial oversight (timekeeping); and
- Inaccurate time cards.

**Exhibit A** includes a summary of the major audit concerns and high-risk audit findings.

## FRAUD, WASTE, AND ABUSE (FWA) REVIEWS

In cases where fraud, waste, or abuse is suspected, the Office of the Inspector General has responsibility to investigate the matter in accordance with Commission Practice 3-31, *Fraud, Waste, & Abuse*. FY18, the OIG completed 11 FWA investigations. Five (5) of the investigations resulted in a conclusion of fraud, waste, or abuse. A summary of the five investigations is provided below:

- Rock Creek Maintenance Facility – CIP Project - Lack of managerial oversight.
- Montgomery County Park Police - Timekeeping Procedures – We identified pervasive issues with timekeeping procedures within the Montgomery County Park Police Department [REDACTED]  
[REDACTED]
- [REDACTED] Center – Theft of Customer Payments – An intermittent center employee misappropriated \$91.00 of fee income (customer payments).
- [REDACTED] Department – Timekeeping Fraud - A merit system employee falsified his/her time card, failed to record approved leave and realized a personal gain of \$3,114.80 in unearned wages.
- [REDACTED] Community Center – Personal use of Commission Property - A manager was storing personal items in a Commission owned storage unit (shed). In addition, the manager abused his/her authority by asking a subordinate to accommodate his/her request.

## EFFECTIVENESS OF THE INTERNAL CONTROL SYSTEMS AND PROCESSES

Per the OIG's Fiscal Year 2018 Annual Report to the Audit Committee:

It is the opinion of the Inspector General that the internal control systems and processes for the Commission's fiscal, operational, and information technology (IT) activities and applications/systems are adequate, but there are areas for improvement in processing HR personnel action forms, departmental competitive bids, IT governance, and construction project management/change orders.

The OIG will be completing the following audits and advisory reviews in FY19 to address the areas identified for improvement.

- 1) Assessment of purchasing governance. The OIG to compare current reporting structures against documented best practices to ensure purchasing professionals involved in competitive proposals (RFPs) are independent and adequately trained.
- 2) Assessment of total IT spend.
- 3) Lawson ERP:
  - Lawson v10 Upgrade Go-Live Readiness Assessment; and
  - Lawson v10 Deliverables – to include an assessment of department business needs.
- 4) Commission Change Order procedures.
- 5) Follow up on the Department of Parks and Recreation, CIP audit report issued by the Office of Legislative Audits.

## **OTHER CONCERNS AND COMPLAINTS**

As part of our reporting requirements, the AC is required to advise the Commission Chair and Vice-Chair of any Committee concerns arising from any audit/investigation reports. No additional concerns were raised in FY18.

## **CONCLUSION**

The Audit Committee once again recognizes continued compliance with existing policies and timely corrective action by management in response to the audit findings. The AC would like to thank the Commission's Chair, Vice-Chair, Commissioners, management, staff, and the Office of the Inspector General for their continued efforts to strengthen public accountability and to improve the effectiveness, productivity, and efficiency of Commission operations.

Finally, the AC would also like to thank Ms. Karen Tobat for her three (3) years of volunteer service on the Audit Committee, as she completes her term as public member representing Montgomery County at the end of this month.

## **Audit Reports with Major Audit Concerns**

### **ADA Compliance (PGC-013-2018)**

Major Audit Concern - The Prince George's County Department of Parks and Recreation's ADA compliance data storage (i.e., ADA barrier identification, evaluation and removal) is decentralized across multiple databases and maintained by various owners. Compliance [REDACTED] is compromised due to potential risks of inaccurate, incomplete and insecure data. Decentralized data storage has contributed to difficulties and inefficiencies by impeding direct access to data required for preparing the Transition Plan (the Plan) mandated by the Department of Justice (DOJ).

4 High-risk audit recommendations:

- i. Transfer ADA Compliance Data to a Central Database
- ii. Formally Designate a Central ADA Coordinator
- iii. Enhance Website Accessibility Compliance
- iv. Develop Capability for Amenities Accessibility Search

### **Commission Energy Management/Utilities (CW-006-2018)**

Major audit concern - Utility invoice data is not reviewed, monitored and analyzed consistently to identify performance trends, patterns or anomalies, which may indicate problems with utility usage and invoice billing errors for facilities and functional areas. Currently, the review of utility invoice data is performed on an ad hoc basis, mainly to address distinctive problems identified in a particular facility. In addition, no central employee or team is formally assigned the role of leading and coordinating utility invoice data review, monitoring and analysis.

2 High-risk audit recommendations:

- i. Develop Formal Assessment Plan for Utility Invoice Data
- ii. Appoint Coordinators to Administer the Assessment Plan

### **Rock Creek Maintenance Facility (MC-002-2018)**

The Construction Contractor [REDACTED] Limited information available [REDACTED].



### MC Park Police Timekeeping Procedures (MC-003-2018)

Major audit concern(s) - Park Police [REDACTED] a culture that fostered fraud, waste, and abuse. The OIG reasonably concluded, [REDACTED]:

- instructed [REDACTED] to record straight 8's on their time cards, regardless of hours worked;
- failed to provide reasonable oversight to ensure personnel completed required job duties; and
- approved falsified time cards.

In addition, the OIG identified inaccurate reporting of time worked including:

- falsified time cards;
- inconsistent in-service requirements;
- extended meal breaks; and
- extended workouts.

5 High-risk audit recommendations:

- i. Mandate Ethics and Timekeeping Training
- ii. Ensure Proper Use of motor data terminals (MDT)
- iii. Standardize In-Service Requirements
- iv. Strengthen Procedures for the Assignment and Approval of Overtime
- v. Ensure Proper Completion of Time Cards

### MC Park Police – Officer Issued Equipment (MC-007-2018)

Major audit concern(s) – Current procedures and controls do not provide adequate assurance that [REDACTED]  
[REDACTED] Current procedures and controls do not provide adequate assurance that all issued equipment is returned upon Sworn Officer's separation from the Commission.

3 High Risk Audit Recommendations:

- i. Strengthen Controls over the [REDACTED] Processes
- ii. Improve Administrative Processes for the Tracking of Police-Issued Equipment
- iii. Include Final Release with Separation Documents

Timekeeping (PGC-006-2018)

Major audit concern – Inadequate oversight over Commission timekeeping and recording functions.

1 High-risk audit recommendation:

- i. Strength Managerial Oversight for Timekeeping and Recording Functions

Office Services Unit – Print Shop (PGC-009-2018)

Major audit concern - Current operating procedures preclude management and/or the Office of the Inspector General (OIG) from identifying possible instances of fraud, waste, or abuse. There are no internal procedures in place defining who can submit print shop requests; current customers include DPR personnel, other Commission departments, and external organizations. In addition, Print Shop personnel are unable to reconcile the number of actual copies to specific job requests.

2 High-risk audit recommendations:

- i. Obtain Management Approval for Job Requests
- ii. Develop Guidelines for Non-Commission Print Jobs

**Audit Reports with High Risk Audit Recommendations**

M-NCPPC Vehicle Use Program (CW-002-2018)

4 High-risk audit recommendations:

- i. Oversee the Creation of a Commission-wide Task Force to Review Practice 6-10 (CAS)
- ii. Ensure Overnight Parking Corresponds to Employee Place of Work (PGC Parks)
- iii. Review Vehicle Assignment Forms for Accuracy and Reasonableness (PGC Parks)
- iv. Maintain Vehicle Assignment Forms/Ensure Overnight Parking Corresponds to Employees Place of Work (MC Planning)

Community Center Time Card Fraud (PGC-003-2018)

1 High-risk audit recommendation:

- i. Maintain Current Employee Work Schedules

Center – Customer Payments (PGC-005-2018)

2 High-risk audit recommendations:

- i. Secure Manual Cash Receipt Book
- ii. Strengthen Administrative Oversight and Controls over Class Rosters and Enrollment

Community Center (PGC-008-2018)

1 High-risk audit recommendation:

- i. Enhance Security Camera Coverage

Parks Direct – Post Implementation Review (PGC-010-2018)

1 High-risk audit recommendation:

- i. Establish detailed test plans and complete testing of all system components prior to go-live for future projects

Area Operations - Timekeeping (PGC-12-2018)

1 High-risk audit recommendations:

- i. Strengthen Managerial Oversight – Time Card Approvals

Enterprise IT Change Management (CW-011-2018)

1 High-risk audit recommendation:

- i. Establish and implement a Commission-wide IT change management policy

South Bowie Petty Cash Audit (PGC-013-2018)

2 High-risk audit recommendations:

- i. Strengthen Administrative Oversight of Petty Cash Replenishments
- ii. Strengthen Managerial Oversight for Programs and Activities

Assessment and Implementation of Disciplinary Actions (CW-005-2018)

4 High-risk audit recommendations

- i. Implement Labor Soft
- ii. Ensure Completeness of Official Personnel Files
- iii. Strengthen Managerial Review of Official Disciplinary Action Documentation

- iv. Assess Time Between the Issuance of the Intent to Terminate Letter and the Subsequent Disciplinary Action

Show Place Arena/Equestrian Center Audit (PGC-013-2018)

1 High-risk audit recommendations:

- i. Improve Monthly Cash Reconciliation Procedures



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

6611 Kenilworth Avenue • Riverdale, Maryland 20737

September 19, 2018

To: The Commission

Via: Patricia C. Barney, Executive Director

From: Anju Bennett, Director, Corporate Policy and Management Operations (CPMO)   
Michael Beckham, Corporate Policy Manager, CPMO 

Subject: Recommended Amendments to the Merit Rules Stemming from Passage of the Maryland Healthy Working Families Act

**Requested Action**

The Commission is asked to consider proposed amendments to the agency's sick leave policies as contained in the Merit System Rules and Regulations (Merit Rules). The Merit Rules communicate the agency's employment policies for non-represented Merit System employees. The proposed amendments stem largely from the passage of the Maryland Health Working Families Act, which was passed earlier this year and requires the agency to broaden its provisions regarding the use of sick leave.

All amendments to the Merit Rules are considered by the Merit System Board and include opportunity for employee comment. These amendments are supported by the Merit Board, and its review included consideration of submitted employee input. Proposed amendments also have the support of the Executive Committee and Department Heads.

Amendments are proposed to:

- Section 1470 (Sick Leave), and
- Sections 1630 (Parental Leave Status) through 1640 (Family and Medical Leave Status).

The drafted policy amendments are provided in Attachment A.

**Background**

The Maryland Health Working Families Act required the M-NCPPC to implement changes in our leave use policies affecting both Contract and Merit employees. The Commission was briefed on the new law in January, and directed staff to implement mandates immediately, while working through other tangential operational concerns. Policy updates for Contract employees already have been presented and adopted by the agency. We are now presenting changes affecting Merit System employees. Proposed amendments have been developed with input of the Merit Board, Executive Committee, and Department Heads. Non-represented Merit employees also were provided opportunity for comment during a 30-day review period. A few comments were received during the review period, but focused largely on the application of State mandates, and did not result in any modification of policy proposals. These are provided as Attachment B.

To assist Commissioners with the review of changes, we have summarized drafted policy provisions below, along with the effective date of those changes. These changes are explained in greater details in the chart presented in Attachment C, Summary of Drafted Amendments to Merit System Rules & Regulations for Non-Represented Merit System Employees.

As with all amendments to the Merit Rules, the Commission has ninety (90) calendar days in which to approve, modify, or disapprove the proposed amendment(s) or revision(s). If the Commission does not act within ninety (90) calendar days of submission, the amendment or revision is approved as submitted.

#### **Codification of Amendments Which Became Effective February 11, 2018**

Consistent with the law, the following mandates have already been implemented by the agency for all employees. The drafted amendments capture those changes which:

- Expand the definition of family members for whom employees may use sick leave when assisting with their care, to include:
  - An employee's siblings, grandparents, grandchildren;
  - A child whom the employee has legal or physical custody, guardianship or stood in loco parentis; or
  - An individual who stood in-loco parentis to employee or employee's spouse as a minor, and parents-in-law.
- Remove the age limitation for children for whom the employee may use sick leave.
- Expand eligible uses of sick leave to cover the handling of concerns related to domestic violence, sexual assault, and stalking.
- Lengthen the period in which unused sick leave balance may be reinstated for former Merit employees who are subsequently rehired into a Merit System position (from 180 to 259 calendar days after date of separation).
- Allow Seasonal/Intermittent or Temporary Contract employees, who are subsequently hired into a Merit System position, 259 calendar days from the date of separation to have up to 80 hours of unused sick leave balance reinstated to their Merit position.

#### **Proposed Amendments that are Recommended for a September 26, 2018 Effective Date**

Additional amendments, from peripheral issues identified with Department Heads/Commissioners, are being recommended to ensure our sick leave policies better align with leave durations available under the Family and Medical Leave Act, and leave programs implemented by the State and surrounding counties. These amendments:

- Allow employees to request up to combined total of 480 hours of sick leave/year to be used for:
  - Care for an ill or injured family member,
  - Parental responsibilities, or
  - Obtaining relief for instances of domestic violence, sexual assault or stalking.
- Incorporate recommendations made by Commissioners to stress the need for discretion and sensitivity in the handling of leave requests related to domestic violence, sexual assault and stalking.

#### **Attachments:**

- A. Drafted Amendments to Merit System Rules & Regulations, Sections 1470 – 1476, and Sections 1630 – 1642
- B. Analysis of Employee Comments Submitted During the 30-Day Policy Review
- C. Summary of Drafted Amendments to Merit System Rules & Regulations for Non-Represented Merit System Employees

DRAFTED AMENDMENTS TO MERIT SYSTEM RULES & REGULATIONS,  
 SECTIONS 1470 THROUGH 1476 AND SECTIONS 1630 THROUGH 1642

DRAFTED AMENDMENTS TO CHAPTER 1400  
 SECTIONS 1470 – 1476 (SICK LEAVE)  
 (Excerpted)

**Key to Revisions:**

**Highlight:** Recommended additions

~~Strikethrough:~~ Recommended deletions

*Italic Notes:* Comments on changes

Double Underline: New additions following policy review period

~~Double Strikethrough:~~ Additional deletions followings policy review period

1470 Sick Leave

Sick leave is a paid leave benefit granted to Merit System employees.

**1470.a** For purposes of sick leave, family member is defined as:

~~1470.4.a Immediate family is defined consistent with the Family & Medical Leave Act for qualified dependents, which includes the~~

**Note to Draft Reviewer:** The definition of family member has been reorganized from its previous placement (subsection 1470.4.a), and expanded based on the new Maryland Healthy Working Families Act. The additional family members are reflected in the shaded text below.

The new law does not restrict the age of eligible dependents. Therefore, the Merit Rules have been amended to remove the current age restriction for use of sick leave.

**1470.a.1** An employee's spouse;

**1470.a.2** An employee's (biological/adopted/foster) parent, or step parent;

**1470.a.3** An employee's (biological/adopted/foster) or child up to the age of 18, older if disabled or step-child;

**1470.a.4** A child for whom the employee has legal or physical custody or guardianship;

**1470.a.5** A child for whom the employee stands in loco parentis (in place of the child's parent) regardless of age;

**1470.a.6** An employee's (biological/adopted/foster) grandchild or step-grandchild;

1 1470.a.7 An employee's legal guardian;

2  
3 1470.a.8 An individual who acted as a parent or stood in loco parentis to the  
4 employee or the employee's spouse when the employee or the employee's  
5 spouse was a minor;

6  
7 1470.a.9 An employee's (biological/adopted/foster) grandparent or step-grandparent;

8  
9 1470.a.10 An employee's (biological/adopted/foster) sibling or step-sibling; or

10  
11 1470.a.11 ~~1470.4.b~~ A domestic partner, who is an individual who meets the  
12 qualifications of the Commission's Health and Benefits Program.

**Note to Draft Reviewer:** The following section was updated to comport with the Maryland Healthy Working Families Act on reasons for which sick leave may be taken, for example, clarifying that an employee may take sick leave for mental or physical conditions.

13  
14  
15 ~~Sick leave may be used for any of the following reasons:~~ Employees may request to use sick leave for any  
16 reason described below in subsections 1470.1 through 1470.2:

17  
18  
19 **1470.1 Use of Sick leave for the Employee's Own Illness, Injury, or Medical Care**

20 Sick leave may be used for:

21  
22 1470.1.a Care or treatment of a mental or physical illness, ~~illness~~, injury, condition, or a  
23 non-work-related disability, which incapacitates and prevents an employee from  
24 performing the duties and responsibilities of his/her assigned position. For  
25 serious illnesses or medical conditions, employees may be eligible to use other  
26 types of paid and unpaid leave in accordance with respective sections of these  
27 Regulations.

28  
29 1470.1.b ~~1470.2~~ Medical, dental, or optical examinations and treatments.

30  
31 1470.1.c ~~1470.3~~ Quarantine

32  
33  
34 **1470.2 Use of Sick Leave for Reasons Outside of the Employee's Own Illness, Injury, or Medical Care**

35 In a calendar year, an employee may request to use a combined total of four hundred and  
36 eighty (480) hours of sick leave, for any of the following reasons:



1 1470.2.a 1470.4 To care for ~~an~~ a seriously ill or injured member of the immediate family  
2 member or domestic partner as defined in section 1470.a: An employee may use  
3 any portion of the four hundred and eighty (480) hours to assist family members  
4 in the care or treatment of a mental or physical illness, injury, condition or  
5 disability (including quarantine); or, to obtain medical care, including, but not  
6 limited to, medical, dental, or optical examinations and treatments. ~~up to 80~~  
7 hours of sick leave may be used per calendar year. (Note to Draft Reviewer:  
8 Domestic partner falls under the updated definition of family member. Therefore,  
9 it does not need to be listed separately.)

10  
11 1470.2.b 1470.5 An employee's Parental Responsibilities: An employees may use any  
12 portion of the four hundred and eighty (480) hours be granted up to two hundred  
13 and forty (240) work hours of accumulated sick leave for parental responsibilities  
14 including the birth or care of a newborn, adopted, or foster child.

15  
16 Use of sick leave for parental responsibilities shall be applied toward any eligible  
17 Family and Medical Leave Act (FMLA) leave status. A Department Head may  
18 approve sick leave in excess of the four hundred and eighty (480) two hundred  
19 and forty (240) hours limit when medically necessary including reasons related to  
20 childbirth, or postnatal and prenatal complications of the maternal parent or  
21 newborn child (see also Chapter 1600, Leave Status Programs, Sections 1630,  
22 Parental Leave Status, and 1640, Family and Medical Leave Status).  
23

**Note to Draft Reviewer:** The Maryland Healthy Working Families Act requires the M-NCPPC to expand the reasons for which sick leave may be taken, to include obtaining relief for instances of domestic violence, sexual assault, or stalking committed against the employee or the employee's family. The new section (1470.2.c, below) addresses this requirement.

24  
25 1470.2.c Domestic violence, sexual assault, or stalking: An employee may use any  
26 portion of the four hundred and eighty (480) hours of sick leave to address  
27 instances of domestic violence, sexual assault, or stalking committed against  
28 him/herself, or to assist in such matters affecting his/her family member or  
29 domestic partner. Sick leave may be requested for:

30  
31 1470.2.c.1 Medical or mental health attention.

32  
33 1470.2.c.2 Services from a victim services organization.

34  
35 1470.2.c.3 Legal services or proceedings.

36  
37 1470.2.c.4 Relocation due to the domestic violence, sexual assault, or  
38 stalking.

**Note to Draft Reviewer:** The following section has been reorganized from its previous placement in Section 1470, to clarify that sick leave use may also run concurrently with FMLA coverage.

1  
2  
3 **1470.3** Some uses of sick leave qualify as covered events under the FMLA. The FMLA applies to  
4 reasons affecting employees and their immediate family members. The definition of  
5 immediate family member, for the purposes of the agency's application of FMLA, can be  
6 found in section 1642.2.  
7

8 Employees, who are eligible under the ~~Family and Medical Leave Act (FMLA)~~, may apply sick  
9 leave toward the twelve (12) work weeks of FMLA leave status. Any sick leave taken for events  
10 covered by the FMLA will be considered FMLA leave and count against the total twelve (12)  
11 work week FMLA leave entitlement. The FMLA leave status runs concurrently with all other  
12 employee or Commission leave programs. Employees also may be eligible to take additional  
13 types of paid and unpaid leave inclusive of leave lengths available under the ~~Family and~~  
14 ~~Medical Leave Act (FMLA)~~ (see Chapter 1600, Leave Status Programs, Section 1640, Family and  
15 Medical Leave Status).  
16  
17

#### 18 **1471 Accrual Rates**

19  
20 A Merit System employee shall accrue a maximum of one hundred and twenty (120) hours of sick leave  
21 each calendar year, based on actual hours in pay status within an assigned pay period. Part-time Merit  
22 System employees shall accrue sick leave on a pro-rated basis.  
23  
24

#### 25 **1472 Application for Use of Sick Leave**

26  
27 An employee who has prior knowledge that sick leave may need to be used shall make application for use  
28 of sick leave in advance.  
29

30 An employee who is not able to report to work because of illness or injury shall be eligible to use  
31 accumulated sick leave. In such cases, the employee or person representing the employee shall notify the  
32 immediate supervisor or the supervisor's designee no later than fifteen (15) minutes after the expected  
33 starting time on the first day of absence. An employee who is assigned to a rotating schedule, an emer-  
34 gency maintenance team, or a Park Police Division shall notify his/her immediate supervisor or other  
35 appropriate employee (time keeper, dispatcher, etc.) no later than one-half (½) hour before the assigned  
36 reporting time. This notification shall begin on the first day of absence and thereafter as appropriate or  
37 requested by the supervisor.  
38

39 Sick leave shall be granted unless the Department Head has cause to question the reason for the  
40 requested leave (see: Section 1472.3 and 1472.4, below for additional guidance).  
41

42 **1472.1** Sick leave shall be granted in minimum increments of one-half (½) hour.

1 1472.2 Sick leave may be granted at any time following the period in which it is accrued, except as listed  
2 under provisions for Section 1472.5, Advancement of Sick Leave.

3  
4 1472.3 Medical Certification: A Department Head may require an employee to submit documentation  
5 from a licensed medical provider to validate or support any leave used for purposes of illness,  
6 injury or medical examination/treatment.

7  
8 An employee also may be required to present a certificate from a licensed medical provider  
9 when sick leave is taken for more than three (3) consecutive scheduled work days, when there is  
10 an unexplained pattern or usage of sick leave, or when its use qualifies under the Family and  
11 Medical Leave Act.  
12

**Note to Draft Reviewer:** The Commissioners recommended adding language to ensure discretion  
and sensitivity in the handling of leave requests for instances of domestic violence, sexual assault, or  
stalking committed against the employee or the employee's family member.

13  
14 1472.4 Handling of Sick Leave Requests for Instances of Domestic Violence, Sexual Assault, or Stalking:  
15 Discretion and sensitivity should be used in the handling of these leave requests. Review of such  
16 requests shall be conducted in coordination with the ~~Health and Benefits~~ Employee and Labor  
17 Relations Office within the Department of Human Resources and Management, for appropriate  
18 handling and approval.

19  
20 Employees may also contact the ~~Health and Benefits~~ Employee and Labor Relations Office  
21 directly to assist with the appropriate handling and review of these leave requests.  
22

23 1472.45 Annual Leave Used as Sick Leave: Annual leave may also be used for personal illness after  
24 expiration of sick leave. Charges against annual leave will be made by the Department of  
25 Finance, unless specified to the contrary by the employee.  
26

27 1472.56 Advancement of Sick Leave: In an exceptional case and with Department Head approval, an  
28 employee may be advanced up to a total of eighty (80) hours sick leave within any twelve (12)  
29 month period.  
30

31 Advanced sick leave will be deducted from the employee's sick leave earnings upon return to  
32 duty.  
33

34 Should the employee terminate employment prior to reimbursing the advanced sick leave, the  
35 unearned balance shall be deducted from the employee's final paycheck at the pay rate at the  
36 time of the advancement.  
37  
38  
39  
40

- 1    **1473 Accumulation of Sick Leave**  
2       Sick leave not used during the leave year in which it is accrued shall accumulate and be available for use in  
3       succeeding years. There is no maximum accumulation for sick leave.  
4  
5
- 6    **1474 Disposition of Sick Leave Upon Separation from Employment**  
7  
8       **1474.1**   Unused sick leave is not paid upon termination from employment.  
9  
10      **1474.2** Conversion to Retirement Service Credits: At retirement, a participant in the Employees'  
11       Retirement System or the State Retirement and Pension System of Maryland may be eligible to  
12       convert unused sick leave into retirement service credits as provided for in those plans.  
13  
14      **1474.3** Donation of Unused Sick Leave: Upon termination, employees may donate up to forty (40) hours  
15       of accrued sick leave to the Employees' Sick Leave Bank. This amount may not be reinstated if the  
16       employee returns to a Merit System position as stated under Section 1475, Reinstatement of Sick  
17       Leave Balances Upon Reappointment.  
18
- 19    **1475 Reinstatement of Sick Leave Balances Earned as a Merit System Employee, Upon Reappointment**  
20       An employee, who returns to a Merit System position within ~~two hundred and fifty-nine (259) one~~  
21       ~~hundred and eighty (180)~~ calendar days from the date of separation from employment, may have  
22       reinstated his/her prior sick leave balance, up to a maximum of one hundred and twenty (120) hours.  
23  
24
- 25    **1476 Reinstatement of Sick Leave Balances Earned as a Seasonal/Intermittent or Temporary Contract**  
26       **Employee, Upon Reappointment**  
27       A Seasonal/Intermittent or Temporary Contract employee, who is hired into a Merit System position  
28       within two hundred and fifty-nine (259) calendar days from the date of separation from employment,  
29       may have reinstated his/her prior sick leave balance, up to a maximum of eighty (80) hours.  
30  
31
- 32    **14767 Transfer of Accumulated Sick Leave Credits from Another Local Government Agency**  
33       An employee who worked with a local or bi-county government jurisdiction within Montgomery  
34       County or Prince George's County may be eligible to transfer up to a maximum of one hundred and  
35       twenty (120) hours of accumulated sick leave upon appointment to a Merit System Position.  
36  
37      **1476.1**   Employee requests for leave transfers shall be submitted in writing to the Human  
38       Resources Director.  
39  
40  
41    [...]  
42  
43  
44

DRAFT AMENDMENTS TO CHAPTER 1600

(LEAVE STATUS PROGRAMS: LEAVE-WITHOUT-PAY, PARENTAL LEAVE, FAMILY AND MEDICAL LEAVE AND ABSENCE-WITHOUT-LEAVE), SECTIONS 1630 THROUGH 1642

(Excerpted)

1630 Parental Leave Status

1631 Merit System employees may be placed on approved leave status for parental responsibilities including maternity, paternity, adoption, or foster care as described below. During this leave status, employees may request use of any portion of the up to four hundred and eighty (480) hours of sick leave an employee may use each calendar year for reasons provided in §1470.2; ~~two hundred and forty (240) work hours of their own paid leave or authorized~~ may request use of leave-without-pay.

Use of sick leave for parental responsibilities shall be applied toward any eligible FMLA leave status. Additional paid leave or leave-without-pay can be granted if the Merit System employee applied for and qualifies under the Family and Medical Leave Act (see Section 1640). A Department Head also has discretion to approve, on a case-by-case basis, longer leave durations if the absence would not cause unmanageable disruptions to the employee's work program or services.

1631.1 In all cases, leave for parental responsibilities shall be taken within twelve (12) calendar months from the birth of the child, or from the placement of an adopted or foster child.

1631.2 Any leave taken for parental responsibilities will count against the twelve (12) work week leave period allowable under the Family and Medical Leave Act.

1632 Leave may be approved for the following events:

1632.1 Maternity: A Merit System employee may use parental leave for reasons of pregnancy, childbirth, miscarriage, abortion, or to care for her newborn child, including prenatal or postnatal care.

1632.2 Paternity: A Merit System employee who is the paternal parent may request parental leave to care for his newborn child, including prenatal and postnatal care. Parental leave may also be taken to care for the maternal parent's pregnancy-related disabilities or childbirth.

1632.3 Adoption or Foster Placement: An employee may request parental leave for the adoption or foster care placement of a child. The employee shall furnish proof of the placement for the intended adoption or foster care of a child up to the age of 18, or older if disabled, and demonstrate that s/he is the person primarily responsible for furnishing care to the child.



1 1633 Employees may apply to use the following types of paid leave and leave without pay during  
2 Parental Leave status. Types of leave applied shall be administered in accordance with  
3 respective sections of the Merit System Rules and Regulations.  
4

5 1633.1 Paid Leave:

6 1633.1.a Up to two hundred and forty (240) hours of sick leave. Greater amounts  
7 may be approved when medically necessary;  
8

9 1633.1.b Accumulated annual leave;  
10

11 1633.1.c Accumulated compensatory leave;  
12

13 1633.1.d Available personal leave; or  
14

15 1633.1.e Leave available under the Employees' Sick Leave Bank Program, if eligible.  
16

17 1633.2 Leave-Without-Pay: An eligible employee wishing to take authorized leave-without-  
18 pay, shall first use the following leave balances, if available:  
19

20 1633.2.a Two hundred and forty (240) hours of sick leave; or  
21

22 1633.2.b Two hundred and forty (240) hours of compensatory leave.  
23

24 1634 **Application for Parental Leave Status**

25 When foreseeable, application for parental leave shall be submitted in writing thirty (30)  
26 calendar days prior to the commencement of leave. A request shall be accompanied by a  
27 verifying medical certification from a licensed medical practitioner. All leave requests shall be  
28 approved by the employee's Department Head.  
29  
30

31 1640 **Family and Medical Leave Status** *(as last amended November 18, 2015)*

32 In accordance with the Family and Medical Leave Act (FMLA), employees may be eligible for up to  
33 twelve (12) work weeks of unpaid leave in a twelve (12) month eligibility period for FMLA-qualifying  
34 events.  
35

36 Through December 31, 2015, a calendar year basis (January–December) is used to determine the twelve  
37 (12) month eligibility period for available FMLA leave.  
38

39 Effective January 1, 2016, a "rolling" twelve (12) month period is used to determine eligibility for  
40 available FMLA leave. More specifically, the twelve (12) months are measured backward from the date  
41 of the employee's most recent FMLA leave request.  
42

43 Each time an employee requests FMLA leave, the request is considered for the balance of the twelve  
44 (12) week leave entitlement that was not used during the immediately preceding twelve (12) months.

1  
2 Any part of the FMLA status may be substituted with paid leave or leave-without-pay as governed by  
3 Chapter 1400, Employee Leave; Chapter 1500, Commission Leave; and Chapter 1600, Leave Status  
4 Programs. As such, the FMLA leave runs concurrently with all leave programs offered by the Commission  
5 for events that qualify under the FMLA.  
6

7 Specific guidance on the administration of leave taken under the FMLA shall be set forth by the  
8 Executive Director.  
9

10 \*1641 **Eligibility for FMLA Leave Status** *(as last amended November 18, 2015)*

11 The FMLA coverage is available to all employees who have met the following minimum service  
12 and work hour requirements:

13  
14 1641.1 Twelve (12) months of employment service with the Commission, not necessarily  
15 consecutive; and

16  
17 1641.2 Twelve hundred and fifty (1,250) hours worked during the twelve (12) month period  
18 immediately preceding the start of the leave.  
19

20  
21 \*1642 **Qualified Events**

22 FMLA may be granted for any of the following events. During the leave status, employees may use  
23 eligible types of paid leave and leave-without-pay listed under the respective events.  
24

25 1642.1 Parental responsibilities including the birth, adoption, or foster care of a child of the employee  
26 up to the age of 18, older if disabled: Employees may offset the 12-week FMLA unpaid leave  
27 entitlement with eligible types of paid leave and leave-without-pay available for parental  
28 responsibilities (see Section 1630).  
29

30 1642.2 **Care of a seriously ill or injured dependent:** Leave may be taken to care for a seriously ill or  
31 injured dependent which includes the employee's spouse, domestic partner, parent, or child  
32 up to the age of 18, older if disabled. Employees may apply the following types of paid leave  
33 during the FMLA leave status: ~~eighty (80) hours of~~ any portion of up to four hundred and  
34 **eighty (480) hours of sick leave per calendar year**, and any accumulated annual leave,  
35 compensatory leave, or personal leave. An employee wishing to take authorized leave-  
36 without-pay shall first use accrued annual and compensatory leave.  
37

38 [...]  
39  
40  
41  
42  
43

## ANALYSIS OF EMPLOYEE COMMENTS SUBMITTED DURING THE 30-DAY POLICY REVIEW

Two submitted substantive comments are outlined by relevant section, along with policy staff analysis/response. Recommendations for additional policy amendments are indicated as appropriate.

## Section 1470, Sick Leave (1470.a, "family member is defined as:")

1. **Comment/Question submitted by employee of Prince George's Planning:** I am very happy to see that siblings are being added. I am requesting that nieces and nephews also be considered. I have a very small immediate family (no parents, grandparents). It's just my sibling and myself. My children are grown, but my sister's children are young. While I am not their loco parentis, I am depended upon by them, as my sister is not in the best health. Thanks for this consideration. Have a great day!

**Policy Staff Response/Recommendation:** The definition of family member was expanded to comply with the new Maryland Healthy Working Families Act, which does not include nieces and nephews.

## Section 1630, Parental Leave Status

2. **Comment/Question submitted by employee of Prince George's County Parks & Recreation Department:**  
[Commenter deleted "Merit System" and replaced it with "Full-time" in Section] "1630 Parental Leave Status 1631 Merit System employees may be placed on approved leave status for parental responsibilities including maternity, paternity, adoption, or foster care as described below. During this leave status, employees may request use of any portion of the up to four hundred and eighty (480) hours of sick leave an employee may use each calendar year for reasons provided in §1470.2; ~~two hundred and forty (240) work hours of their own paid leave or authorized~~ may request use of leave-without-pay."

[Commenter's] **Explanation:** "Full-time employees who may not qualify for FMLA, should be eligible for parental leave status. If they qualify for FMLA, then they are already eligible for up to 12 weeks leave. Therefore, parental leave of a minimum of 240 hours should be granted to all full-time employees."

**Policy Staff Response/Recommendation:** Comment has been noted and will be shared with the Merit System Board and Commissioners. The reference to "Merit Employees" is accurate. Parental leave for full-time, represented employees and Contract employees (Temporary, Term, and Seasonal/Intermittent) is addressed in other documents, where applicable.

According to MSR&R Section 1641, FMLA coverage is available to all employees who have met the following minimum service and work hour requirements:

1641.1 Twelve (12) months of employment service with the Commission, not necessarily consecutive; and

1641.2 Twelve hundred and fifty (1,250) hours worked during the twelve (12) month period immediately preceding the start of the leave.



Merit employees who do not qualify for FMLA can still use their unused, accumulated, sick leave for parental responsibilities. With the amendment, instead the previous limit of two hundred and forty (240) hours, employees may now request any portion of the up to four hundred and eighty (480) hours of accumulated sick leave for parental responsibilities.

Summary of Drafted Amendments to the Merit System Rules & Regulations (MSR&R)  
for Non-Represented Merit System Employees

	<u>Existing MSR&amp;R Policy Provisions</u>	<u>New Effects from Law</u>	<u>Proposed MSR&amp;R Policy Revisions</u>
<p><b>Definition of "Family Member"</b></p>	<p>Prior to February 12 changes mandated by the new State law, eligible individuals included:</p> <ul style="list-style-type: none"> <li>• Spouse</li> <li>• Parent</li> <li>• Child under 18 (older if disabled)</li> <li>• Domestic Partner</li> </ul>	<p>Consistent with the new law, sick leave may be used for the following additional <b>family members</b>:</p> <ul style="list-style-type: none"> <li>• An employee's spouse, parents, or domestic partner.</li> <li>• An employee's child. The law does not set an age limit; therefore, includes a child of any age</li> <li>• <b>(New)</b> An employee's siblings, grandparents, grandchildren.</li> <li>• <b>(New)</b> A child whom the employee has legal or physical custody, guardianship or stood in loco parentis.</li> <li>• <b>(New)</b> An individual who stood in-loco parentis to employee or employee's spouse as a minor, and parents in-law.</li> </ul>	<ul style="list-style-type: none"> <li>• Expanded definition of "family member" to conform with State law.</li> <li>• Removed the age restriction on the definition of a child.</li> </ul> <p>Policy language is simply being updated to reflect earlier notification that was issued to employees.</p> <p><b>Effective Date: February 1, 2018</b></p>
<p><b>Permissible Uses of Sick Leave</b></p>	<p>Sick leave may be used:</p> <ul style="list-style-type: none"> <li>• To care for physical or mental illness/injury or condition of the employee, or an eligible family member including:                             <ul style="list-style-type: none"> <li>○ Spouse</li> <li>○ Parent</li> <li>○ Child under 18 (older if disabled)</li> <li>○ Domestic Partner</li> </ul> </li> <li>• For parental responsibilities</li> </ul>	<p>Per the new law, sick Leave may now also be used for the following:</p> <ul style="list-style-type: none"> <li>• To care for physical or mental illness, injury, or condition of the employee or <b>(new)</b> the extended definition of family member;</li> <li>• <b>(New)</b> To obtain relief (including legal relief and outside assistance) in response to:                             <ul style="list-style-type: none"> <li>○ Domestic violence,</li> <li>○ Sexual assault, or</li> <li>○ Stalking.</li> </ul> </li> </ul>	<p>Expanded the reasons for which sick leave may be taken to include those required by the new law.</p> <p><b>Effective Date: February 1, 2018</b></p>

	<u>Existing MSR&amp;R Policy Provisions</u>	<u>New Effects from Law</u>	<u>Proposed MSR&amp;R Policy Revisions</u>
<p><b>Amount of Sick Leave Which May Be Used Each Calendar Year for Reasons Outside of an Employee's Own Illness, Injury, or Medical Care</b></p>	<p>Currently, employees may already use:</p> <ul style="list-style-type: none"> <li>Any amount of needed sick leave for the employee's own illness/injury.</li> <li>Up to 80 hours (10 days) of sick leave to care for the illness/injury of a family member or domestic partner.</li> <li>Up to 240 hours (30 days) of sick leave for parental responsibilities; longer if there are medical complications.</li> </ul>	<p>The new law does not distinguish between the amount of sick leave an employee may use for their own care of care of a family member. Other covered reasons include:</p> <ul style="list-style-type: none"> <li>For parental responsibilities; or</li> <li>To obtain relief for instances of domestic violence, sexual assault, or stalking.</li> </ul>	<p>Expand the amount of sick leave the employee may use for the following reasons:</p> <ul style="list-style-type: none"> <li>To care for an ill or injured family member,</li> <li>For parental responsibilities, or</li> <li>To obtain relief for instances of domestic violence, sexual assault or stalking.</li> </ul> <p>Permit employees to use up to a combined 480 hours (60 days) of sick leave each calendar year for the reasons listed above.</p> <p>This recommendation was made: (A) to be more consistent with the FMLA entitlement of 60 workdays; and (B) to better align with State and local Counties Leave Programs.</p> <p><b>Effective Date: September 26, 2018</b></p>
<p><b>Handling of Sick Leave Requests for Instances of Domestic Violence, Sexual Assault, or Stalking</b></p>	<p>Not presently addressed.</p>	<p>Not addressed in the law; however, Commissioners recommended adding language to ensure discretion and sensitivity in the handling of leave requests for instances of domestic violence, sexual assault, or stalking committed against the employee or the employee's family member.</p>	<p>Per recommendation of Commission and ERS, require discretion and sensitivity in the handling of these leave requests. The review of such requests shall be conducted by the Employee and Labor Relations Office</p> <p><b>Effective Date: September 26, 2018</b></p>
<p><b>Reinstatement of Sick Leave Balances Earned as a Merit System Employee, Upon Reappointment</b></p>	<p>Individuals who return to employment as Merit employees within 180 calendar days (from separation) can have up to 120 hours of sick leave reinstated.</p>	<p>The new law requires that an employee who is rehired within two-hundred and fifty-nine (259) days must have his/her prior sick leave balance reinstated, up to a maximum of eighty (80) hours, unless it was paid out at termination.</p>	<p>Allow a Merit System employee reinstatement of up 120 hours of unused, accrued sick leave balance, if rehired within 259 days.</p> <p><b>Effective Date: September 26, 2018</b></p>
<p><b>Reinstatement of Sick Leave Balances Earned as a Seasonal/Intermittent or Temp. Contract Employee, Upon Reappointment</b></p>	<p>Not presently addressed.</p>	<p>The new law requires that an employee who is rehired within two-hundred and fifty-nine (259) days must have his/her prior sick leave balance reinstated, up to a maximum of eighty (80) hours, unless it was paid out at termination.</p>	<p>Incorporate mandate of law providing that a Seasonal/Intermittent or Temporary Contract employee who is rehired into a Merit System position within 259 days may have up to eighty (80) hours of prior sick leave balance reinstated.</p> <p><b>Effective Date: September 26, 2018</b></p>



**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
6611 Kenilworth Avenue • Riverdale, Maryland 20737

September 18, 2018

To: The Commission

Via: Patricia C. Barney, Executive Director

From: Anju Bennett, Director, Corporate Policy and Management Operations (CPMO)  
Michael Beckham, Policy Manager, CPMO  
Lisa Dupree, Senior Management Analyst, CPMO

Subject: Recommended Amendment to Merit Rules, Annual Leave Carryover Limits (Subsection 1464)

**Requested Action:**

The Commission is asked to consider a proposed amendment to the Merit System Rules & Regulations (Merit Rules), subsection 1464 regarding limitations on accumulation, carryover, and transfer of annual leave. The drafted amendment is provided as Attachment A.

The amendment reduces the number of annual leave hours that a newly-hired, non-represented, Merit System employee may carry over from one calendar year to the next. This change is being made to mirror language negotiated with the Municipal and County Government Employees Organization (MCGEO) for represented Merit System employees, which was supported by the Commission.

The proposed amendment, which is recommended for a January 1, 2019 effective date, has been reviewed with Department Heads and the Executive Committee, and is supported by the Merit System Board.

**Proposed amendment: Merit Rules § 1464: Limitations on Accumulation, Carryover, and Transfer of Annual Leave**

Currently, non-represented Merit System employees hired on or after July 1, 2013 may carry over a maximum of three hundred and twenty-five (325) hours of unused annual leave from one calendar year to the next.

*Explanation of Change:* The proposed amendment would provide that employees hired on or after January 1, 2019 will be able to carry over a maximum of two hundred and forty (240) hours per year.

Application of Amendment: This amendment affects only non-represented Merit System employees hired on or after January 1, 2019. Carry over limits for employees hired on December 31, 2018 or earlier will not be affected by this change.

**Background**

The Merit Rules communicate the agency's employment policies for non-represented, Merit System employees. All amendments to the Merit Rules must be considered by the Merit System Board and include an opportunity for employee comment. The proposed amendment, which is prospective, is supported by the Merit Board. The Merit Board's review included consideration of employee input submitted during a 30-day comment period. Substantive comments are presented in Attachment B, along with staff analysis and recommendations.

We are requesting the Commission's adoption of the amendment for a January 1, 2019 effective date, to align with the leave calendar and allow adequate time to communicate the change to new hires.

As with all amendments to the Merit Rules, the Commission has ninety (90) calendar days in which to approve, modify, or disapprove the proposed amendment(s). If the Commission does not act within ninety (90) calendar days of submission, the amendment or revision is approved as submitted.

**Attachments:**

- A. Proposed Amendment to Merit System Rules and Regulations, Section 1464, Limitations on Accumulation, Carryover, and Transfer of Annual Leave
- B. Analysis of Comments Submitted on Notice 18-03 (Proposed Amendment to the Merit System Rules and Regulations, Section 1464, Limitations on Accumulation, Carryover, and Transfer of Annual Leave)



**Proposed Amendment to Merit System Rules and Regulations, Section 1464,  
Limitations on Accumulation, Carryover, and Transfer of Annual Leave**

**Key to revisions:**

**Shaded:** Recommended additions

**Strikeout:** Recommended deletions

**Double Underline:** New additions following policy review period

**Double Strikethrough:** Additional deletions followings policy review period

**Bold Italicized:** Comments regarding proposed amendments

1460 Annual Leave

Annual leave is a type of paid leave benefit granted to Merit System employees. Annual leave may be used for vacation or other reasons personal to the employee without loss of pay. Annual leave may also be used for reasons listed under Section 1470, Sick Leave, including parental/family responsibilities.

Employees eligible under the Family and Medical Leave Act (FMLA) may use annual leave for FMLA-qualified events. Any annual leave used for an FMLA-qualified event will be considered FMLA leave and count against the FMLA leave entitlement (see Chapter 1600, Leave Status Programs, Section 1640, Family and Medical Leave Status).

[..]

\* 1464 **Limitations on Accumulation, Carryover, and Transfer of Annual Leave** (*effective [Date TBA]*)

Annual leave balances are not limited within a year; however, the maximum allowable accumulation of annual leave that may be ~~transferred~~ carried over from one calendar year to the next is based on the employee's date of hire as provided in Section 1464.1. Annual leave which exceeds the maximum ~~transferable~~ carry over balance and remains unused after December 31 shall be transferred to sick leave, except as outlined in Section 1464.2.

\*1464.1 Maximum accumulation of unused annual leave that may be ~~transferred~~ carried over from one calendar year to the next shall be handled as follows: (*last amended [Date TBA]*)

1464.1.a Employees hired prior to July 1, 2013 shall be able to ~~transfer~~ carryover a maximum of four hundred and forty (440) hours.

1464.1.b Employees hired on or after July 1, 2013 shall be able to ~~transfer~~ carryover a maximum of three hundred and twenty-five (325) hours.

1464.1.c Employees hired on or after ~~July 1, 2018~~ January 1, 2019 shall be able to ~~transfer~~ carryover a maximum of two hundred and forty (240) hours.

\*1464.2 Upon request of the employee, a Department Head may grant a delay in the transfer of excess annual leave to sick leave when the employee's use of annual leave could not be approved due to work program considerations. The employee shall submit to the Department of Finance, a copy of the Department Director's written approval. Except in emergency circumstances approved by Department Director, notification shall be received by the Department of Finance by December 31. An approved delay will be in effect until April 30 of the new leave year. (*effective January 1, 2013*)

[...]

**ANALYSIS OF COMMENTS SUBMITTED ON NOTICE 18-03**  
**(PROPOSED AMENDMENTS TO THE MERIT SYSTEM RULES REGULATIONS, SECTION 1464, LIMITATIONS ON ACCUMULATION AND TRANSFER OF ANNUAL LEAVE)**

Five submitted substantive comments are shown below, along with policy staff analysis/response. Comments #1–4 all pertain to the hiring dates of the affected employees, and comment #5 is a general comment of disagreement with the proposed amendment. No additional amendments are proposed resulting from feedback received.

1. **Comment/Question submitted by employee of Montgomery Parks Department:** One of our staff would like to confirm that if a merit employee is hired before July 1, 2013, would they still retain the original merit rule whereby hours no more than 440 annual leave may be carried over to the next calendar year?
  
2. **Comment/Question submitted by employee of Prince George's Parks and Recreation Department:** I do not think that is fair for the personnel that has been here for fifteen or twenty plus years to loses their leave that have been saving for years and years to have to swap their leave this far into a career , when I was hired in 1994 the policy was in place then and before then , it's like a loss of a benefit for the long time personnel & they already have taken so much from us since I have been here been full time , and the new staff has to work 10 years to be vested in the retirement and I think that's a lot to ask from your staff as well ! That's why the policy should stay the same or grandfather the older staff in! Thanks for looking into this matter, Eli Kalp
  
3. **Comment/Question submitted by employee of Prince George's Parks and Recreation Department:** I'm emailing to provide comment on the proposed amendment to Merit System Rules and Regulations, Section 1464, Limitations on Accumulation and Transfer of Annual Leave.

While I understand The Commission's desire to reduce its financial liabilities, I am concerned about The Commission reducing benefits it has agreed to offer existing employees without offering concessions to to those employees. For employees who separate from The Commission prior to retirement, the reduction in accumulated Annual Leave could present a significant financial loss.

It is my hope that The Commission does not implement the proposed policy ammendment. If The Commission does proceed in adopting the proposed change, I would suggest it take steps to alleviate the impact on affected employees. I believe The Commission could do so in two ways: 1. At the time of the initial implementation, rather than converting excess Annual Leave hours to Sick Leave, The Commission could buy out those hours at a 1 to 1 cost for hourly wages. 2. Eliminate the Personal Leave category and add those hours to the maximum hours of Annual Leave, i.e. 24 hours of Personal Leave + 240 (proposed) hours of Annual Leave = 264 hours of (adopted) Annual Leave. This would simplify employee leave and convert the punitive "use it or lose it" Personal Leave into a form of leave that retains at least some long term benefit when it is rolled over into Sick Leave.

Thank you

4. **Comment/Question submitted by employee of Prince George's Parks and Recreation Department:** Thanks for the clarification. I apologize that I missed the difference in the hiring dates. I'd just like to suggest that the change only affect people hired after the adoption date for the amendment.

**Policy Staff Response/Recommendation to submitted comments Items 1-4:** The proposed change only applies to employees hired on or after January 1, 2019.

- Employees hired prior to July 1, 2013 shall be able to transfer a maximum of four hundred and forty (440) hours.
- Employees hired on or after July 1, 2013 shall be able to transfer a maximum of three hundred and twenty-five (325) hours.
- Employees hired on or after January 1, 2019 shall be able to transfer a maximum of two hundred and forty (240) hours.

The amendment stems from language that was negotiated with the Municipal and County Government Employees Organization (MCGEO) for represented Merit System employees. It was drafted to mirror the annual leave carryover for represented Merit System Employees. Under the new MCGEO Collective Bargaining Agreement, represented Merit System employees hired on or after July 1, 2018 may transfer a maximum of two hundred and forty (240) hours of annual leave from one year to the next. While the original proposed effective date of July 1, 2018 mirrored the MCGEO CBA, the proposed date has been changed to align with the leave calendar and allow adequate time to communicate the change to new hires.

5. **Comment/Question submitted by employee of Montgomery Parks:** I do NOT support the proposed amendment to the Merit Rules: Section 1460, Annual Leave, that the maximum amount of annual leave that may be carried from one year to the next is changed to 240 hours- a change from 325.

**Policy Staff Response/Recommendation:** Comment will be shared with the Merit System Board and Commissioners.



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**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
EMPLOYEE PERFORMANCE EVALUATIONS NOT COMPLETED BY DUE DATE  
BY DEPARTMENT AS OF JULY 2018**

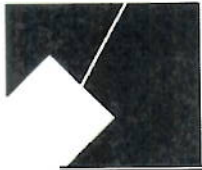
	<u>31 - 60 DAYS</u>		<u>61 - 90 DAYS</u>		<u>91 + DAYS</u>		<u>DEPARTMENT TOTALS</u>	
	Jun-18	Jul-18	Jun-18	Jul-18	Jun-18	Jul-18	Jun-18	Jul-18
CHAIRMAN, MONTGOMERY COUNTY	0	0	0	0	0	0	0	0
CHARIMAN, PRINCE GEORGE'S COUNTY	0	0	0	0	0	0	0	0
OFFICE OF CIO	0	1	0	0	0	0	0	1
OFFICE OF INSPECTOR GENERAL	0	0	0	0	0	0	0	0
EXECUTIVE COMMITTEE/CHAIRS	0	0	0	0	1	0	1	0
DEPT. OF HUMAN RESOURCES & MGT.	4	1	0	0	0	0	4	1
LEGAL DEPARTMENT	1	1	3	2	0	1	5	4
FINANCE DEPARTMENT	1	0	0	0	0	0	1	0
PRINCE GEORGE'S PLANNING	0	2	1	0	0	0	1	2
PRINCE GEORGE'S PARKS & RECREATION	16	12	5	2	0	0	21	14
MONTGOMERY COUNTY PARKS	5	0	0	0	1	1	5	1
MONTGOMERY COUNTY PLANNING	4	1	2	2	1	1	7	4
<b>**DEPARTMENT TOTAL BY DAYS LATE**</b>	<b>31</b>	<b>18</b>	<b>11</b>	<b>6</b>	<b>3</b>	<b>3</b>		
<b>COMMISSION-WIDE TOTAL</b>							<b>45</b>	<b>27</b>

\*\*DEPARTMENTS WITH RATINGS MORE THAN 60 DAYS LATE HAVE BEEN CONTACTED.

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
EMPLOYEE PERFORMANCE EVALUATIONS NOT COMPLETED BY DUE DATE  
BY DEPARTMENT AS OF AUGUST 2018**

	<u>31 - 60 DAYS</u>		<u>61 - 90 DAYS</u>		<u>91 + DAYS</u>		<u>DEPARTMENT TOTALS</u>	
	Jul-18	Aug-18	Jul-18	Aug-18	Jul-18	Aug-18	Jul-18	Aug-18
CHAIRMAN, MONTGOMERY COUNTY	0	0	0	0	0	0	0	0
CHARIMAN, PRINCE GEORGE'S COUNTY	0	0	0	0	0	0	0	0
OFFICE OF CIO	1	0	0	0	0	0	1	0
OFFICE OF INSPECTOR GENERAL	0	0	0	0	0	0	0	0
EXECUTIVE COMMITTEE/CHAIRS	0	0	0	0	0	0	0	0
DEPT. OF HUMAN RESOURCES & MGT.	1	4	0	0	0	0	1	4
LEGAL DEPARTMENT	1	1	2	0	1	1	4	2
FINANCE DEPARTMENT	0	2	0	0	0	0	0	2
PRINCE GEORGE'S PLANNING	2	4	0	2	0	0	2	6
PRINCE GEORGE'S PARKS & RECREATION	12	11	2	2	0	0	14	13
MONTGOMERY COUNTY PARKS	0	7	0	0	1	1	1	8
MONTGOMERY COUNTY PLANNING	1	2	2	1	1	0	4	3
<b>**DEPARTMENT TOTAL BY DAYS LATE**</b>	<b>18</b>	<b>31</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>2</b>		
<b>COMMISSION-WIDE TOTAL</b>							<b>27</b>	<b>38</b>

\*\*DEPARTMENTS WITH RATINGS MORE THAN 60 DAYS LATE HAVE BEEN CONTACTED.

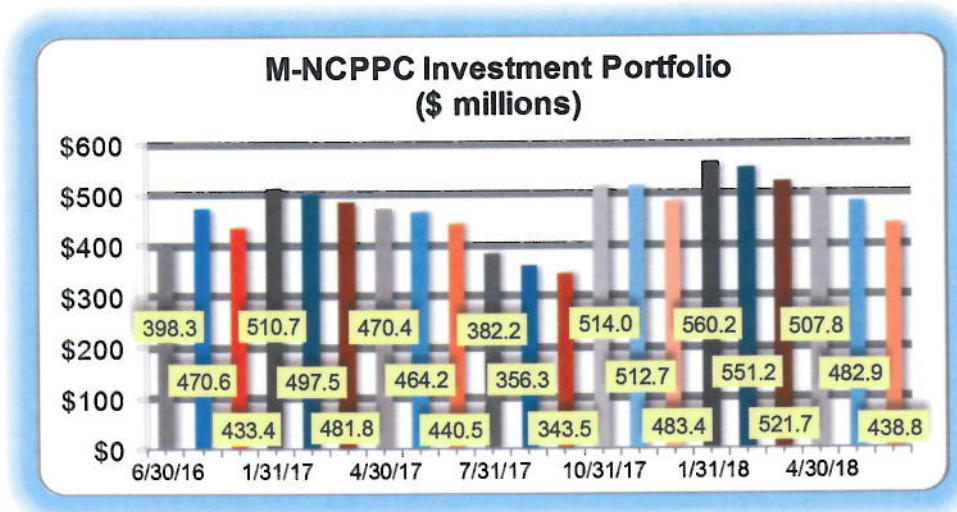


**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
 TREASURY OPERATIONS, FINANCE DEPARTMENT  
 6611 Kenilworth Avenue, Suite 302, Riverdale, MD 20737  
 Telephone (301) 454-1541 / Fax (301) 209-0413

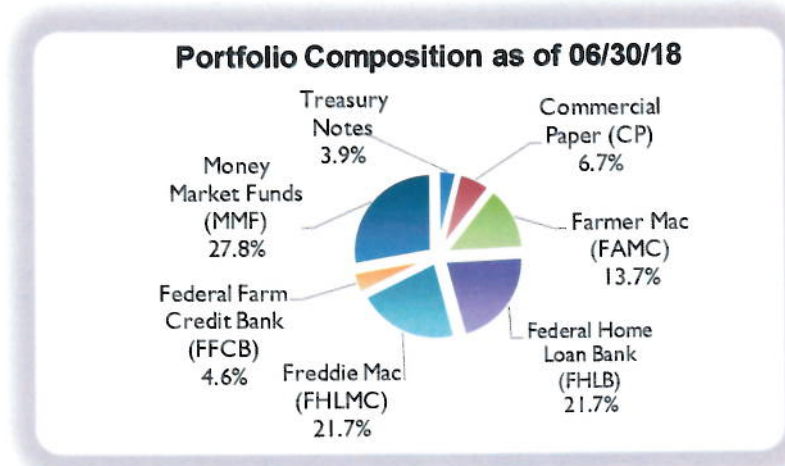
**MEMO**

**TO:** Commissioners  
**VIA:** Joseph Zimmerman, Secretary-Treasurer  
**FROM:** Abbey Rodman, Investment & Treasury Operations Manager *AR*  
**DATE:** 9/9/2018  
**SUBJECT:** Investment Report – June 2018

The Commission’s pooled cash investment portfolio totaled \$438.8 million as of June 30, 2018, with a 9.1% decrease from May 31, 2018. Details are as follows:

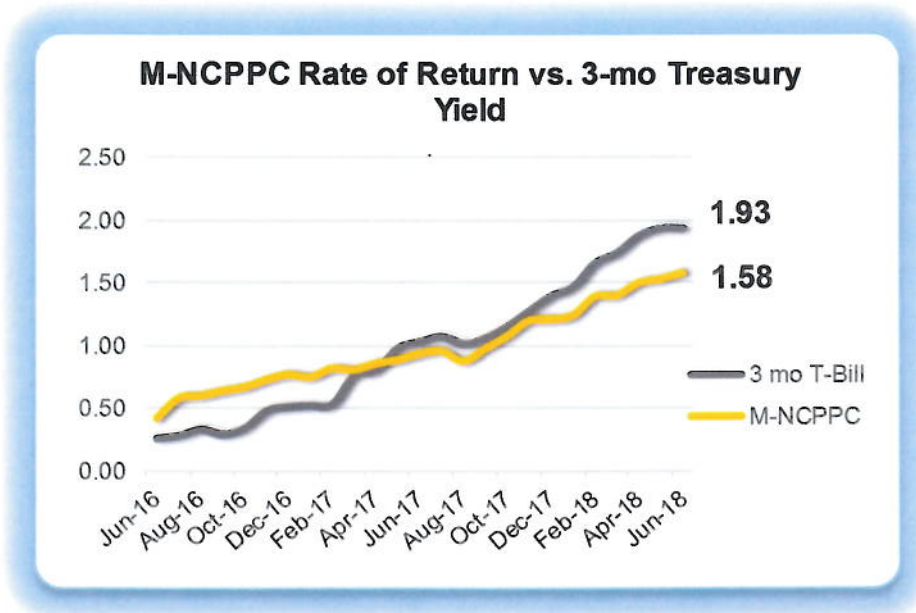


The composition of the pooled cash portfolio as of June 30, 2018 is summarized below:

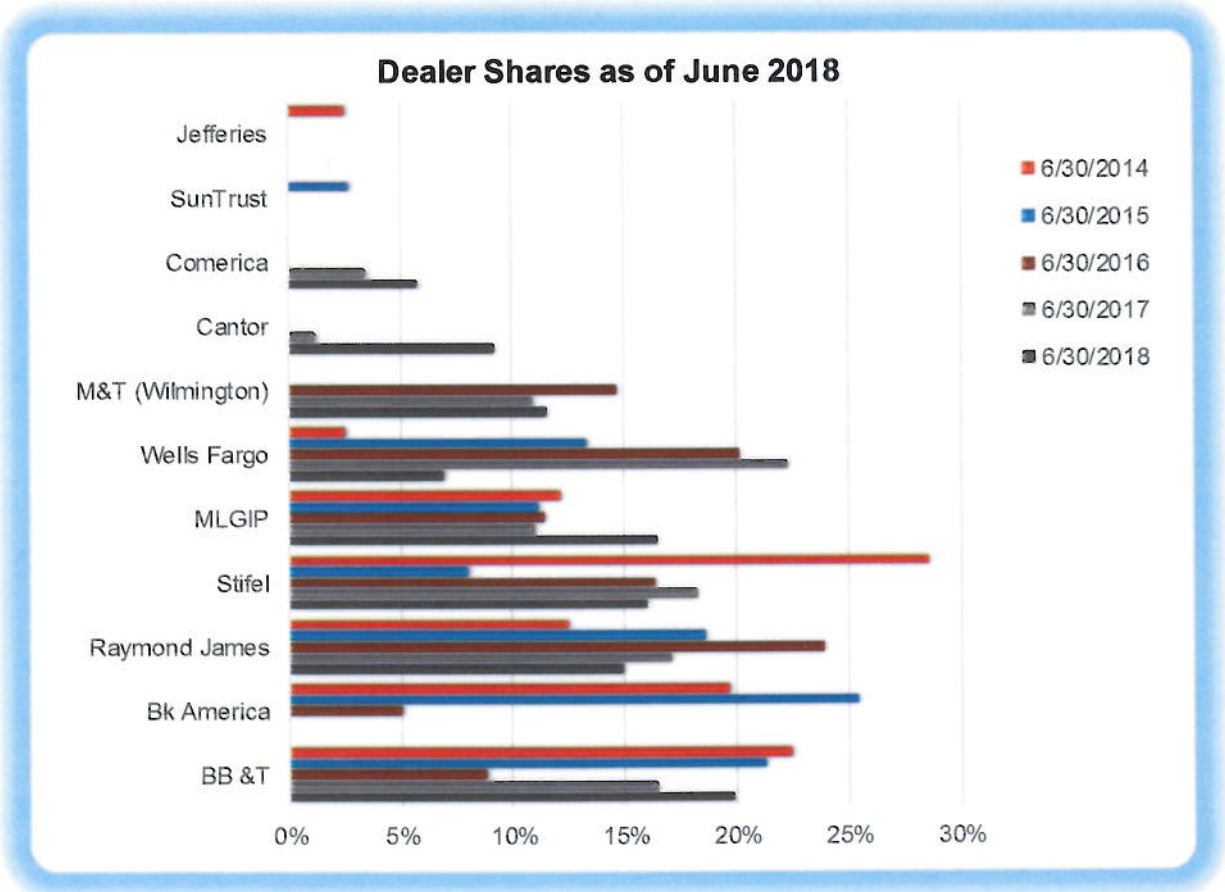


Current Investment Portfolio - June 2018				
Instrument	Policy Limit	Actual	Par Value	Wtd. Avg. Return (B/E)
Money Funds	25%	28%	\$ 121,780,375	n/a
Federal Home Loan Banks	20%	22%	95,000,000	1.60%
Freddie Mac	20%	22%	95,000,000	1.45%
Farmer Mac	20%	14%	60,000,000	1.54%
Commercial Paper	10%	7%	30,000,000	2.54%
Federal Farm Credit Bureau	20%	5%	20,000,000	0.77%
Treasury Notes	100%	4%	17,000,000	1.07%
Fannie Mae	20%	0%	-	
Certificates of Deposit	50%	0%	-	
Bankers Acceptances	50%	0%	-	
Repurchase Agreements	60%	0%	-	
			<b>\$ 438,780,375</b>	<b>1.53%</b>

The pooled cash portfolio complied with all policy limits with regard to product types and proportions throughout the month.



In addition to the product limits, portfolio purchases also adhered to the 30% limit per dealer. Dealer participation is shown below:



The market values of unspent debt balances (invested by T. Rowe Price) were as follows:

Market Value - June 2018	
Prince George's County (PGC-2017A)	\$ 16,508,941
	<b>\$ 16,508,941</b>

The Commission had debt service payments during the month totaling \$421,227, which was for interest only.



Details by issue of debt outstanding as of June 30, 2018 appear below:

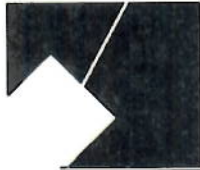
<b>Debt Balances - June 2018</b>					
	Initial Par	Amount Outstanding	% Outstanding	Issue Date	Maturity Date
<b>Bi-County</b>					
<b>Total Bi-County</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>		
<b>Prince George's County</b>					
NN-2 (Refunded Z-2)	14,080,000	4,070,000	29%	Mar-10	May-21
PGC-2012A (Refunded P-2, M-2, EE-2)	11,420,000	5,225,000	46%	Jun-12	Jan-24
PGC-2014A	26,565,000	22,400,000	84%	May-14	Jan-34
PGC-2015A (Refunded JJ-2)*	24,820,000	23,135,000	93%	Oct-15	Jan-36
PGC-2017A	33,000,000	31,350,000	95%	Jul-17	Jan-37
<b>Total Prince George's County</b>	<b>\$ 109,885,000</b>	<b>\$ 86,180,000</b>	<b>78%</b>		
<b>Montgomery County</b>					
LL-2	8,405,000	1,710,000	20%	May-09	Nov-20
MM-2	5,250,000	525,000	10%	May-09	Nov-19
MC-2012A (Refunded CC-2, FF-2)	12,505,000	9,185,000	73%	Apr-12	Dec-32
MC-2012B	3,000,000	2,375,000	79%	Apr-12	Dec-32
MC-2014A	14,000,000	11,970,000	86%	Jun-14	Jun-34
MC-2016A	12,000,000	11,140,000	93%	Apr-16	Nov-35
MC-2016B (Refunded FF-2,II-2,MM-2)	6,120,000	5,940,000	97%	Apr-16	Nov-28
MC-2016C (Refunded FF-2 ALA of 2004 )	1,075,000	885,000	82%	Apr-16	Nov-24
MC-2017A	8,000,000	7,600,000	95%	Apr-17	Nov-36
<b>Total Montgomery County</b>	<b>\$ 70,355,000</b>	<b>\$ 51,330,000</b>	<b>73%</b>		
<b>Total</b>	<b>\$ 180,240,000</b>	<b>\$ 137,510,000</b>	<b>76%</b>		

ATTACHMENT A

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
 REPORT ON COMPLIANCE TO INVESTMENT POLICY Approved March 21, 2012  
 FISCAL YEAR 2018 - June 30, 2018

OBJECTIVES			Met Objective	Within Limits	Comments
<b>Protection of principal</b>			<b>Yes</b>		
<b>Limiting types and amounts of securities</b>	Limit			<b>Yes</b>	
US Government		100%			
US Federal Agencies - combined		60%			
US Federal Agencies - each		20%			
Repurchase Agreements		60%			
CD's and Time Deposits		50%			
Commercial Paper		10%			
Money Market Mutual Funds		25%			
MD Local Gov't Investment Pool		25%			
Investing Bond Proceeds:					
State and local agency securities		100%			
Money Market Mutual Funds		10%			
Bond Proceeds:					
Highly-rated state / local agency securities				<b>Yes</b>	T. Rowe Price managed all funds within limits
Highly-rated money market mutual funds					
(Max. 10% in lower-rated funds)					
<b>Pre-qualify financial institutions, broker/dealers, intermediaries and advisers</b>				<b>Yes</b>	All firms must meet defined capital levels and be approved by the Secretary-Treasurer
<b>Ensure competition among participants</b>		30%		<b>Yes</b>	No dealer share exceeded 30%
<b>Competitive Bidding</b>				<b>Yes</b>	All purchases awarded competitively.
<b>Diversification of Maturities</b>					
Majority of investments shall be a maximum maturity of one (1) year. A portion may be as long as two years.				<b>Yes</b>	All maturities within limits
<b>Require third-party collateral and safekeeping, and delivery-versus-payment settlement</b>				<b>Yes</b>	M&T Investments serves as custodian, monitoring compliance daily
<b>Maintain sufficient liquidity</b>			<b>Yes</b>		Sufficient funds available for all cash requirements during period
<b>Attain a market rate of return</b>			<b>No</b>		Less than market by 35 basis points
The pro-rated rates of return for the portfolio and T-bills were 1.93% and 1.58%, respectively.					

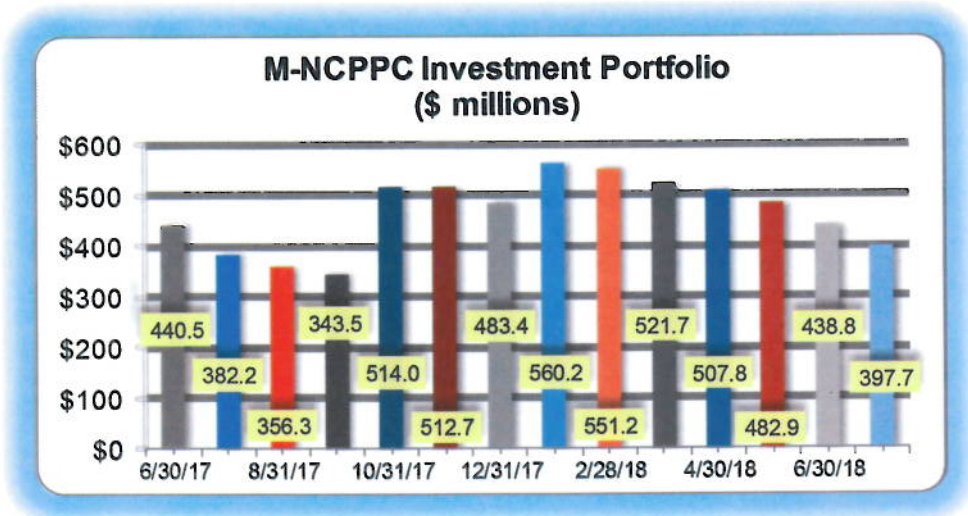




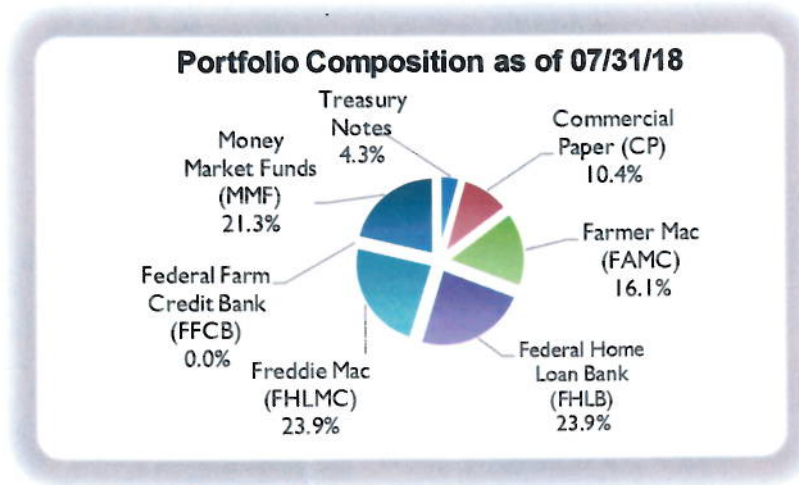
**MEMO**

**TO:** Commissioners  
**VIA:** Joseph Zimmerman, Secretary-Treasurer  
**FROM:** Abbey Rodman, Finance Manager *AR*  
**DATE:** 9/13/2018  
**SUBJECT:** Investment Report – July 2018

The Commission’s pooled cash investment portfolio totaled \$397.7 million as of July 31, 2018, with a 9.4% decrease from June 30, 2018. Details are as follows:

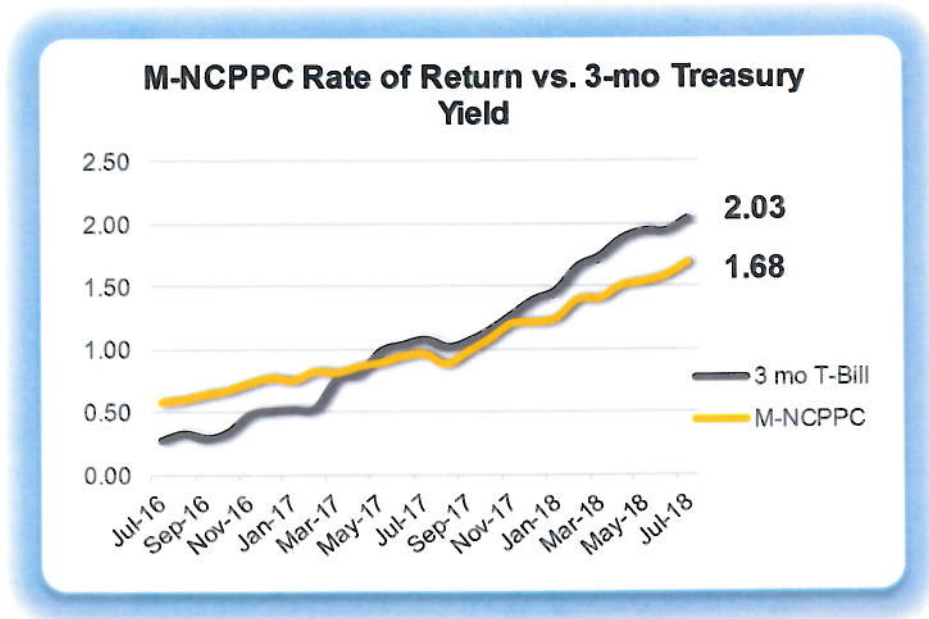


The composition of the pooled cash portfolio as of July 31, 2018 is summarized below:

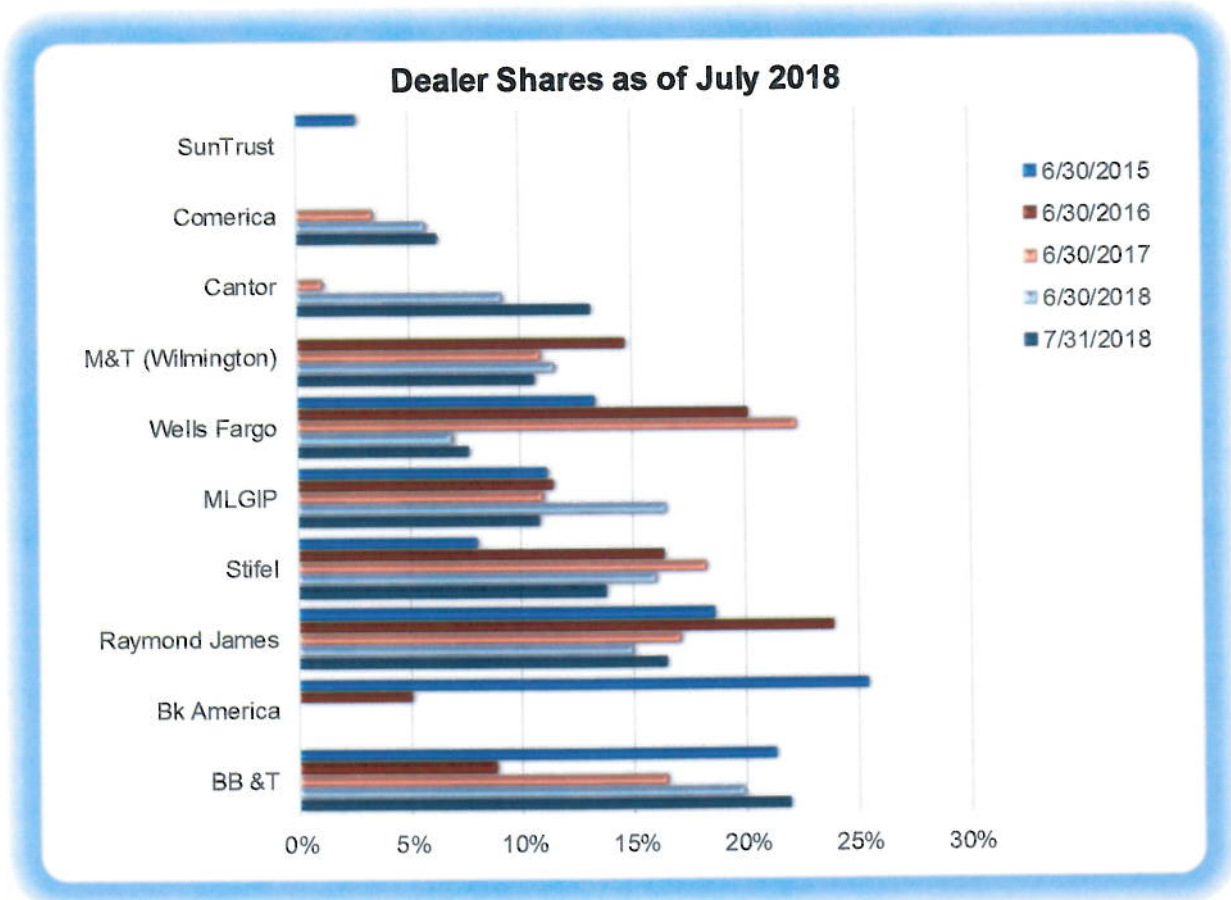


Current Investment Portfolio - July 2018				
Instrument	Policy Limit	Actual	Par Value	Wtd. Avg. Return (B/E)
Money Funds	25%	21%	\$ 84,652,556	n/a
Federal Home Loan Banks	20%	24%	95,000,000	1.60%
Freddie Mac	20%	24%	95,000,000	1.49%
Famer Mac	20%	16%	64,000,000	1.72%
Commercial Paper	10%	10%	42,000,000	2.66%
Federal Farm Credit Bureau	20%	0%	-	0.00%
Treasury Notes	100%	4%	17,000,000	1.07%
Fannie Mae	20%	0%	-	
Certificates of Deposit	50%	0%	-	
Bankers Acceptances	50%	0%	-	
Repurchase Agreements	60%	0%	-	
			<b>\$ 397,652,556</b>	<b>1.69%</b>

The pooled cash portfolio complied with all policy limits with regard to product types and proportions throughout the month.



In addition to the product limits, portfolio purchases also adhered to the 30% limit per dealer. Dealer participation is shown below:



The market values of unspent debt balances (invested by T. Rowe Price) were as follows:

Market Value - July 2018	
Prince George's County (PGC-2017A)	\$ 16,534,722
<b><u>\$ 16,534,722</u></b>	

The Commission had debt service payments during the month totaling \$ 1,601,866, which was for interest only.



Details by issue of debt outstanding as of July 31, 2018 appear below:

<b>Debt Balances - July 2018</b>					
	Initial Par	Amount Outstanding	% Outstanding	Issue Date	Maturity Date
<b>Bi-County</b>					
<b>Total Bi-County</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>		
<b>Prince George's County</b>					
NN-2 (Refunded Z-2)	14,080,000	4,070,000	29%	Mar-10	May-21
PGC-2012A (Refunded P-2, M-2, EE-2)	11,420,000	5,225,000	46%	Jun-12	Jan-24
PGC-2014A	26,565,000	22,400,000	84%	May-14	Jan-34
PGC-2015A (Refunded JJ-2)*	24,820,000	23,135,000	93%	Oct-15	Jan-36
PGC-2017A	33,000,000	31,350,000	95%	Jul-17	Jan-37
<b>Total Prince George's County</b>	<b>\$ 109,885,000</b>	<b>\$ 86,180,000</b>	<b>78%</b>		
<b>Montgomery County</b>					
LL-2	8,405,000	1,710,000	20%	May-09	Nov-20
MM-2	5,250,000	525,000	10%	May-09	Nov-19
MC-2012A (Refunded CC-2, FF-2)	12,505,000	9,185,000	73%	Apr-12	Dec-32
MC-2012B	3,000,000	2,375,000	79%	Apr-12	Dec-32
MC-2014A	14,000,000	11,970,000	86%	Jun-14	Jun-34
MC-2016A	12,000,000	11,140,000	93%	Apr-16	Nov-35
MC-2016B (Refunded FF-2, II-2, MM-2)	6,120,000	5,940,000	97%	Apr-16	Nov-28
MC-2016C (Refunded FF-2 ALA of 2004 )	1,075,000	885,000	82%	Apr-16	Nov-24
MC-2017A	8,000,000	7,600,000	95%	Apr-17	Nov-36
<b>Total Montgomery County</b>	<b>\$ 70,355,000</b>	<b>\$ 51,330,000</b>	<b>73%</b>		
<b>Total</b>	<b>\$ 180,240,000</b>	<b>\$ 137,510,000</b>	<b>76%</b>		

ATTACHMENT A

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
 REPORT ON COMPLIANCE TO INVESTMENT POLICY Approved March 21, 2012  
 FISCAL YEAR 2019 - July 31, 2018

OBJECTIVES			Met Objective	Within Limits	Comments
<b>Protection of principal</b>			<b>Yes</b>		
	<b>Limiting types and amounts of securities</b>	Limit		<b>Yes</b>	
	US Government	100%			All securities purchases were within the limits established by the Investment Policy at the time of purchase of the investments. This monthly report is prepared for the Secretary-Treasurer to demonstrate compliance with investment policy objectives and limitations.
	US Federal Agencies - combined	60%			
	US Federal Agencies - each	20%			
	Repurchase Agreements	60%			
	CD's and Time Deposits	50%			
	Commercial Paper	10%			
	Money Market Mutual Funds	25%			
	MD Local Gov't Investment Pool	25%			
	Investing Bond Proceeds:				
	State and local agency securities	100%			
	Money Market Mutual Funds	10%			
	Bond Proceeds:				
	Highly-rated state / local agency securities			<b>Yes</b>	T. Rowe Price managed all funds within limits
	Highly-rated money market mutual funds (Max. 10% in lower-rated funds)				
	<b>Pre-qualify financial institutions, broker/dealers, intermediaries and advisers</b>			<b>Yes</b>	All firms must meet defined capital levels and be approved by the Secretary-Treasurer
	<b>Ensure competition among participants</b>	30%		<b>Yes</b>	No dealer share exceeded 30%
	<b>Competitive Bidding</b>			<b>Yes</b>	All purchases awarded competitively.
	<b>Diversification of Maturities</b>				
	Majority of investments shall be a maximum maturity of one (1) year. A portion may be as long as two years.			<b>Yes</b>	All maturities within limits
	<b>Require third-party collateral and safekeeping, and delivery-versus-payment settlement</b>			<b>Yes</b>	M&T Investments serves as custodian, monitoring compliance daily
	<b>Maintain sufficient liquidity</b>		<b>Yes</b>		Sufficient funds available for all cash requirements during period
	<b>Attain a market rate of return</b>		<b>No</b>		Less than market by 35 basis points
	The pro-rated rates of return for the portfolio and T-bills were 2.03% and 1.68%, respectively.				



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

6611 Kenilworth Avenue Riverdale, Maryland 20730

TO: Commissioners

FROM: Joseph C. Zimmerman, Secretary-Treasurer

DATE: September 12, 2018

SUBJECT: Annual report for the 115 Trust

Per the requirements of the 115 Trust Document, the annual report of financial status is provided for your information.

The Commission maintains the trust as a funding vehicle for retiree health insurance costs. The program continues to meet its obligations to the retirees as well as amortize the unfunded portions of the cost of previous obligations.

I will be happy to review the report with you.

**The Maryland-National Capital Park and Planning Commission  
Other Post Employment Benefits Trust Fund Investments  
Statement of Plan Net Assets  
June 30, 2018**

<b>Assets</b>	
Cash and short-term investments	\$ 12,298
Investments at fair value	
Bond Funds	14,457,640
Equity Funds	52,883,202
Other Assets - Real Estate	5,341,419
Total investments	<u>72,682,261</u>
 Total Assets	 72,694,559
<b>Liabilities</b>	
Accounts payable and others	<u>-</u>
 Net Assets held in trust for other post employment benefits	 <u>\$ 72,694,559</u>

**The Maryland-National Capital Park and Planning Commission  
Other Post Employment Benefits Trust Fund Investments  
Statement of Changes in Plan Net Assets  
For the Period Ended June 30, 2018**

	Month to Date	Fiscal Year to Date
	<u>                    </u>	<u>                    </u>
<b>ADDITIONS:</b>		
Contributions	\$ -	\$ 5,126,000
 Investment Earnings:		
Interest	16	119,367
Dividends	117,222	1,745,381
Net increase (decrease) in the Fair Market Value of Investments	<u>(667,399)</u>	<u>4,339,517</u>
Total Investment Earnings	<u>(550,161)</u>	<u>6,204,265</u>
 Add Investment Advisory and Management fees net of adjustment	 -	 -
Net Income from Investing Activities	<u>(550,161)</u>	<u>6,204,265</u>
 Total Additions	 <u>(550,161)</u>	 <u>11,330,265</u>
 <b>DEDUCTIONS:</b>		
Increase in Net Assets	<u>(550,161)</u>	<u>11,330,265</u>
Net Assets held in trust for other post employment benefits		
Beginning of period	73,244,720	61,364,294
June 30, 2018	<u>\$ 72,694,559</u>	<u>\$ 72,694,559</u>




**The Maryland-National Capital Park & Planning Commission**  
**Department of Finance - Purchasing Division**

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

September 11, 2018

TO: Commissioners

VIA: Patricia C. Barney, Executive Director 

FROM: Joseph C. Zimmerman, Secretary/Treasurer

SUBJECT: MFD Purchasing Statistics— Fourth Quarter FY18

The Commission's procurement policy (Practice 4-10, Purchasing) includes an anti-discrimination component which assures that fair and equitable vendor opportunities are made available to minority, female or disabled owned firms (MFDs). This program is administered jointly by the Office of the Executive Director and the Purchasing Division and includes a price preference program and an MFD subcontracting component based on the Commission procurement practices and the available MFD vendors in the marketplace. The price preference program has been suspended until a MFD study is conducted to provide evidence that the price preference is/is not needed. This report is provided for your information and may be found on the Commission's intranet.

Some of the observations of this FY18 report include:

- Attachment A indicates that through the Fourth quarter of FY18, the Commission procured approximately \$140 million in goods, professional services, construction and miscellaneous services. Approximately 17.7% or \$24.7 million was spent with minority, female and disabled (MFD) owned firms.
- Attachment B indicates that in the Fourth quarter MFD utilization was 19.1%.
- Attachment C represents the MFD participation by type of procurement. The MFD participation for construction through the Fourth quarter of FY18 was 21.2%. Attachment C also indicates that the largest consumers of goods and services in the Commission are the Prince George's County Department of Parks and Recreation and the Montgomery County Department of Parks. These Departments significantly impact the Commission's utilization of MFD firms. The MFD cumulative utilization numbers for these departments through the Fourth quarter are 18.2% and 12.4%, respectively.
- Attachment D presents the FY18 activity for the Purchase Card program totaling approximately \$14.6 million of which 1.8% was spent with minority, female and disabled (MFD) firms. The amount of procurement card activity represents approximately 10.5% of the Commission's total procurement dollars. One reason for lower MFD participation on the purchase card is that the cards are used with national retail corporations when a



quick purchase for a maintenance job is needed. The purchase cards are also used for training registration in order to guarantee attendance.

- Attachment E portrays the historic MFD participation rates, and the total procurement from FY 1991 to Fourth quarter FY18.
- Attachments F & G shows the MFD participation in procurements at various bid levels to determine if MFD vendors are successful in obtaining opportunities in procurements that require informal bidding and formal bidding. Based on the department analysis, MFD vendors do appear to be participating, at an overall rate of 14.5% in informal (under \$30,000) and 19% in the formal (over \$30,000) procurements. For transactions under \$10k, MFD participation is 11.6%. MFD vendors are participating at an overall rate of 17.9% in transactions over \$250,000.
- Attachment H presents the total amount of procurements and the number of vendors by location. Of the \$140 million in total procurement, approximately \$101 million was procured from Maryland vendors. Of the \$24.7 million in procurement from MFD vendors, \$20.5 million was procured from MFD vendors located in Maryland.
- Attachment I compares the utilization of MFD vendors by the Commission with the availability of MFD vendors. The results show under-utilization in the following categories: African American, Asian, Native American and Females. The amount and percentage of procurement from MFD vendors is broken out by categories as defined by the Commission's Anti-Discrimination Policy. The availability percentages are taken from the most recent State of Maryland disparity study dated February 8, 2017.
- Attachments J and K are prepared by the Department of Human Resources and Management and show the amount and number of waivers of the procurement policy by department and by reason for waiver. Total waivers were approximately 1.8% of total procurement.

For further information on the MFD report, please contact the Office of Executive Director at (301) 454-1740.

Attachments

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**MFD PROCUREMENT STATISTICS**  
**FY 2018**  
**FOR TWELVE MONTHS ENDED JUNE 30, 2018**

**Attachment A**

	<u>Procurement</u>		<u>Waivers</u>		<u>Procurement</u>	
	<u>Total \$</u>		<u>Total \$</u>	<u>Total #</u>	<u>MFD \$</u>	<u>%</u>
<b><u>Prince George's County</u></b>						
Commissioners' Office	\$ 88,768	\$	-	-	\$ 7,568	8.5%
Planning Department	2,499,553		61,417	1	657,489	26.3%
Parks and Recreation Department	93,710,437		995,957	15	17,085,574	18.2%
Total	<u>96,298,758</u>		<u>1,057,374</u>	<u>16</u>	<u>17,750,631</u>	<u>18.4%</u>
<b><u>Montgomery County</u></b>						
Commissioners' Office	21,214		-	-	1,800	8.5%
Planning Department	3,420,990		117,220	4	652,418	19.1%
Parks Department	33,166,907		898,785	6	4,107,140	12.4%
Total	<u>36,609,111</u>		<u>1,016,005</u>	<u>10</u>	<u>4,761,358</u>	<u>13.0%</u>
<b><u>Central Administrative Services</u></b>						
Dept. of Human Resources and Mgt.	1,014,100		108,720	2	108,842	10.7%
Finance Department	1,591,189		-	-	607,491	38.2%
Legal Department	196,313		248,400	5	12,138	6.2%
Merit Board	-		86,000	2	-	0.0%
Office of Chief Information Officer	4,016,333		137,956	2	1,505,832	37.5%
Office of Inspector General	20,341		-	-	2,805	13.8%
Total	<u>6,838,276</u>		<u>581,076</u>	<u>11</u>	<u>2,237,108</u>	<u>32.7%</u>
Grand Total	<u>\$ 139,746,145</u>	<u>\$</u>	<u>2,654,455</u>	<u>37</u>	<u>\$ 24,749,097</u>	<u>17.7%</u>

Note: The "Waivers" columns report the amount and number of purchases approved to be exempt from the competitive procurement process, including sole source procurements.

Prepared by Finance Department  
August 29, 2018

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

**MFD PROCUREMENT STATISTICS**

**FY 2018**

**MFD STATISTICS - CUMULATIVE AND ACTIVITY BY QUARTER**

**Attachment B**

**CUMULATIVE BY QUARTER**

	SEPTEMBER	DECEMBER	MARCH	JUNE
<b><u>Prince George's County</u></b>				
Commissioners' Office	17.3%	5.3%	11.3%	8.5%
Planning Department	4.2%	3.0%	9.9%	26.3%
Parks and Recreation Department	18.6%	17.7%	18.1%	18.2%
Total	18.6%	17.6%	18.1%	18.4%
<b><u>Montgomery County</u></b>				
Commissioners' Office	22.2%	7.9%	7.3%	8.5%
Planning Department	11.4%	8.3%	22.4%	19.1%
Parks Department	7.8%	9.4%	10.6%	12.4%
Total	8.0%	9.4%	11.2%	13.0%
<b><u>Central Administrative Services</u></b>				
Dept. of Human Resources and Mgt.	6.9%	6.0%	12.7%	10.7%
Finance Department	11.8%	17.5%	43.9%	38.2%
Legal Department	35.9%	28.4%	22.5%	6.2%
Merit Board	0.0%	0.0%	0.0%	0.0%
Office of Chief Information Officer	0.2%	0.1%	35.5%	37.5%
Office of Inspector General	18.0%	6.3%	6.6%	13.8%
Total	6.4%	4.9%	31.4%	32.7%
Grand Total	16.8%	15.3%	17.3%	17.7%

**ACTIVITY BY QUARTER**

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	TOTAL
<b><u>Prince George's County</u></b>					
Commissioners' Office	17.3%	1.9%	32.7%	2.0%	8.5%
Planning Department	4.2%	1.7%	31.3%	33.8%	26.3%
Parks and Recreation Department	18.6%	12.0%	21.0%	18.7%	18.2%
Total	18.6%	11.6%	21.2%	20.1%	18.4%
<b><u>Montgomery County</u></b>					
Commissioners' Office	22.2%	0.0%	0.0%	14.5%	8.5%
Planning Department	11.4%	1.5%	40.3%	17.2%	19.1%
Parks Department	7.8%	11.1%	14.9%	16.8%	12.4%
Total	8.0%	10.8%	17.4%	16.9%	13.0%
<b><u>Central Administrative Services</u></b>					
Dept. of Human Resources and Mgt.	6.9%	4.9%	29.3%	2.9%	10.7%
Finance Department	11.8%	27.6%	90.8%	7.0%	38.2%
Legal Department	35.9%	0.0%	0.0%	0.6%	6.2%
Merit Board	0.0%	0.0%	0.0%	0.0%	0.0%
Office of Chief Information Officer	0.2%	0.0%	131.6% (1)	51.3%	37.5%
Office of Inspector General	18.0%	0.0%	7.0%	19.8%	13.8%
Total	6.4%	4.0%	104.5%	25.6%	32.7%
Grand Total	16.8%	10.4%	27.7%	19.1%	17.7%

(1) Correction for prior quarter.

Prepared by Finance Department  
August 29, 2018

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MFD PROCUREMENT STATISTICS  
BY MAJOR PROCUREMENT CATEGORY

FY 2018

FOR TWELVE MONTHS ENDED JUNE 30, 2018

ATTACHMENT C

	Grand Total	Montgomery Planning	Montgomery Parks	Pr. Geo. Parks & Recreation	Pr. Geo. Planning	Dept. of Human Res. & Mgt.	Legal Department	Finance Department
<b>Goods:</b>								
Total \$	\$ 37,643,572	\$ 1,168,550	\$ 15,997,179	\$ 18,765,697	\$ 508,170	\$ 142,291	\$ 28,629	\$ 1,033,056
MFD \$	\$ 3,316,058	\$ 13,441	\$ 795,324	\$ 1,739,319	\$ 180,737	\$ 34,543	\$ 850	\$ 551,844
Percentage	8.8%	1.2%	5.0%	9.3%	35.6%	24.3%	3.0%	53.4%
<b>Miscellaneous Services:</b>								
Total \$	\$ 17,213,024	\$ 1,428,415	\$ 4,940,031	\$ 8,351,124	\$ 1,443,750	\$ 366,070	\$ 145,088	\$ 538,546
MFD \$	\$ 3,123,243	\$ 342,159	\$ 1,119,022	\$ 1,333,242	\$ 261,632	\$ 1,499	\$ 11,288	\$ 54,401
Percentage	18.1%	24.0%	22.7%	16.0%	18.1%	0.4%	7.8%	10.1%
<b>Professional Services:</b>								
Total \$	\$ 6,926,636	\$ 702,967	\$ 2,474,295	\$ 2,800,180	\$ 532,535	\$ 384,675	\$ 22,596	\$ 9,388
MFD \$	\$ 1,154,074	\$ 291,918	\$ 307,322	\$ 333,868	\$ 215,120	\$ 4,600	\$ 0	\$ 1,246
Percentage	16.7%	41.5%	12.4%	11.9%	40.4%	1.2%	0.0%	13.3%
<b>Construction:</b>								
Total \$	\$ 73,816,257	\$ 121,058	\$ 9,755,402	\$ 63,793,436	\$ 15,098	\$ 121,064	\$ 0	\$ 10,199
MFD \$	\$ 15,637,717	\$ 4,900	\$ 1,885,472	\$ 13,679,145	\$ 0	\$ 68,200	\$ 0	\$ 0
Percentage	21.2%	4.0%	19.3%	21.4%	0.0%	56.3%	0.0%	0.0%
<b>SUBTOTAL</b>								
Total \$	\$ 135,599,489	\$ 3,420,990	\$ 33,166,907	\$ 93,710,437	\$ 2,499,553	\$ 1,014,100	\$ 196,313	\$ 1,591,189
MFD \$	\$ 23,231,092	\$ 652,418	\$ 4,107,140	\$ 17,085,574	\$ 657,489	\$ 108,842	\$ 12,138	\$ 607,491
Percentage	17.1%	19.1%	12.4%	18.2%	26.3%	10.7%	6.2%	38.2%
<b>Pr. Geo. Commissioners' Office</b>								
Total \$	\$ 88,768							
MFD \$	\$ 7,568							
Percentage	8.5%							
<b>Mont. Commissioners' Office</b>								
Total \$	\$ 21,214							
MFD \$	\$ 1,800							
Percentage	8.5%							
<b>Merit Board</b>								
Total \$	\$ 0							
MFD \$	\$ 0							
Percentage	0.0%							
<b>Office of Chief Information Officer</b>								
Total \$	\$ 4,016,333							
MFD \$	\$ 1,505,832							
Percentage	37.5%							
<b>Office of Inspector General</b>								
Total \$	\$ 20,341							
MFD \$	\$ 2,805							
Percentage	13.8%							
<b>GRAND TOTAL \$</b>	\$ 139,746,145							
<b>MFD \$</b>	\$ 24,749,097							
<b>Percentage</b>	17.7%							

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**MFD PROCUREMENT STATISTICS**  
**Comparison of MFD % for Total Procurement and Purchase Card Procurement**  
**FY 2018**  
**FOR TWELVE MONTHS ENDED JUNE 30, 2018**

**Attachment D**

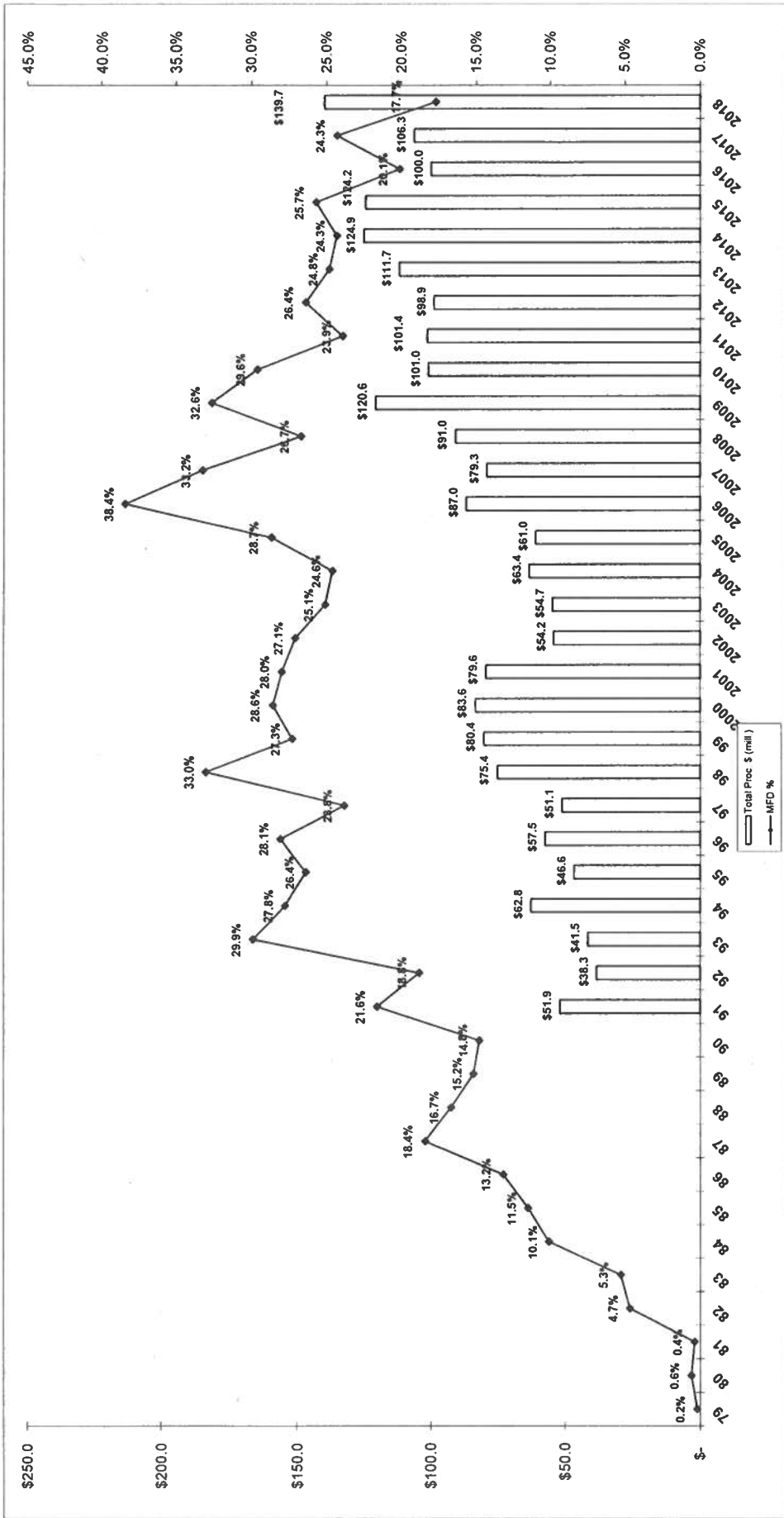
	<b>Total Procurement</b>		<b>Purchase Card Procurement</b>	
	<b>Total \$</b>	<b>MFD %</b>	<b>Total \$</b>	<b>MFD %</b>
<b><u>Prince George's County</u></b>				
Commissioners' Office	\$ 88,768	8.5%	\$ 52,404	10.5%
Planning Department	2,499,553	26.3%	141,217	0.0%
Parks and Recreation Department	93,710,437	18.2%	7,699,255	1.8%
Total	96,298,758	18.4%	7,892,876	1.8%
<b><u>Montgomery County</u></b>				
Commissioners' Office	21,214	8.5%	13,888	0.0%
Planning Department	3,420,990	19.1%	231,874	0.9%
Parks Department	33,166,907	12.4%	6,318,582	1.9%
Total	36,609,111	13.0%	6,564,344	1.8%
<b><u>Central Administrative Services</u></b>				
Dept. of Human Resources and Mgt.	1,014,100	10.7%	68,674	1.6%
Finance Department	1,591,189	38.2%	93,722	3.7%
Legal Department	196,313	6.2%	12,170	0.0%
Merit Board	-	0.0%	-	0.0%
Office of Chief Information Officer	4,016,333	37.5%	31,273	1.8%
Office of Inspector General	20,341	13.8%	12,667	4.8%
Total	6,838,276	32.7%	218,506	2.6%
Grand Total	\$ 139,746,145	17.7%	\$ 14,675,726	1.8%

**Percentage of Purchase Card Procurement to Total Procurement 10.5%**

Prepared by Finance Department  
August 29, 2018

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**MFD PROCUREMENT RESULTS and TOTAL PROCUREMENT (millions)**

**Attachment E**

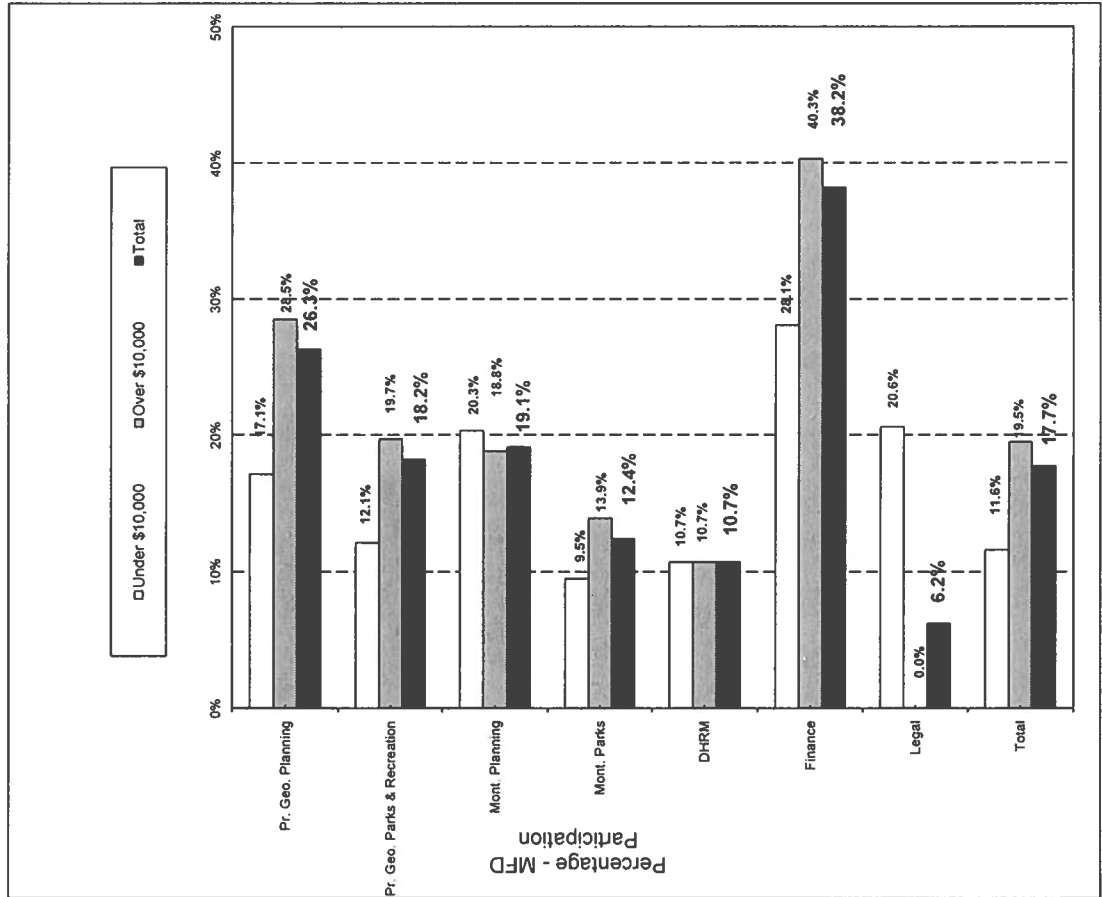


Prepared by Finance Department  
 August 29, 2018

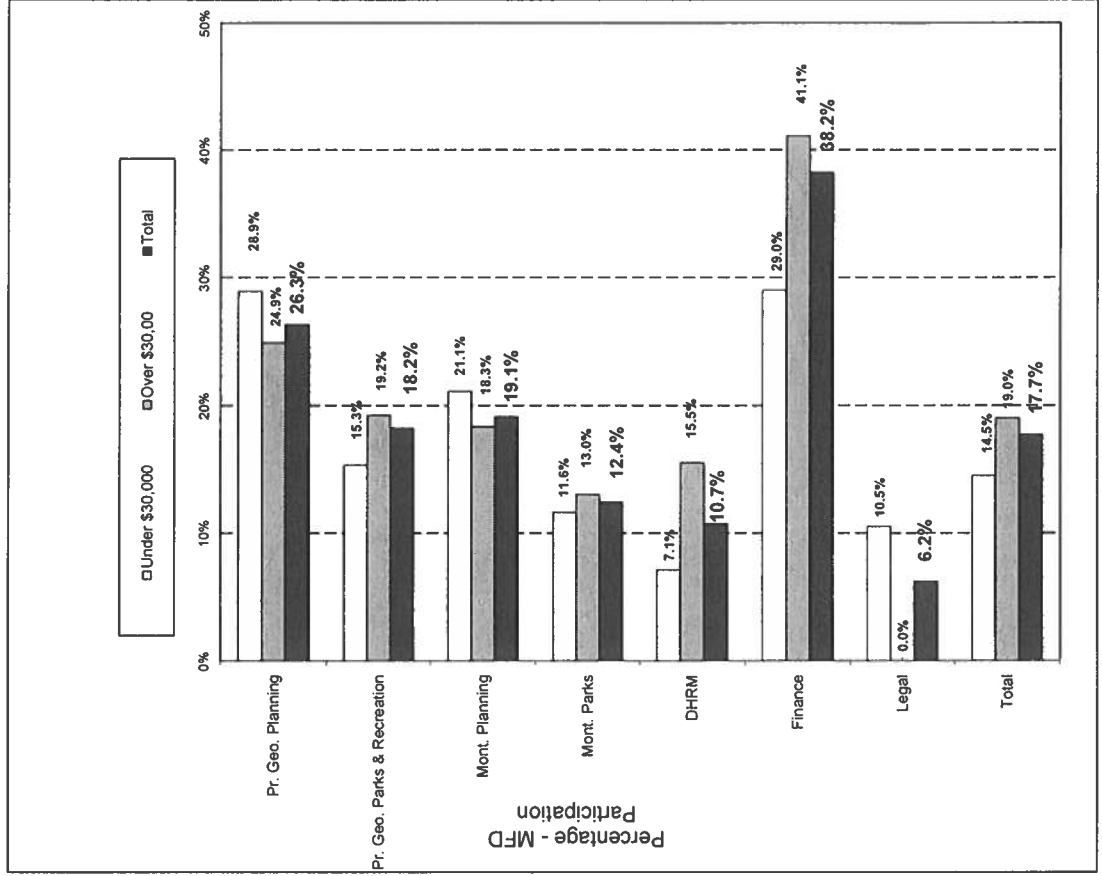
Attachment F

The Maryland-National Capital Park and Planning Commission  
 MFD Procurement Statistics - Transactions Under/Over \$10,000 & \$30,000 plus Total %  
 FY 2018 4Q

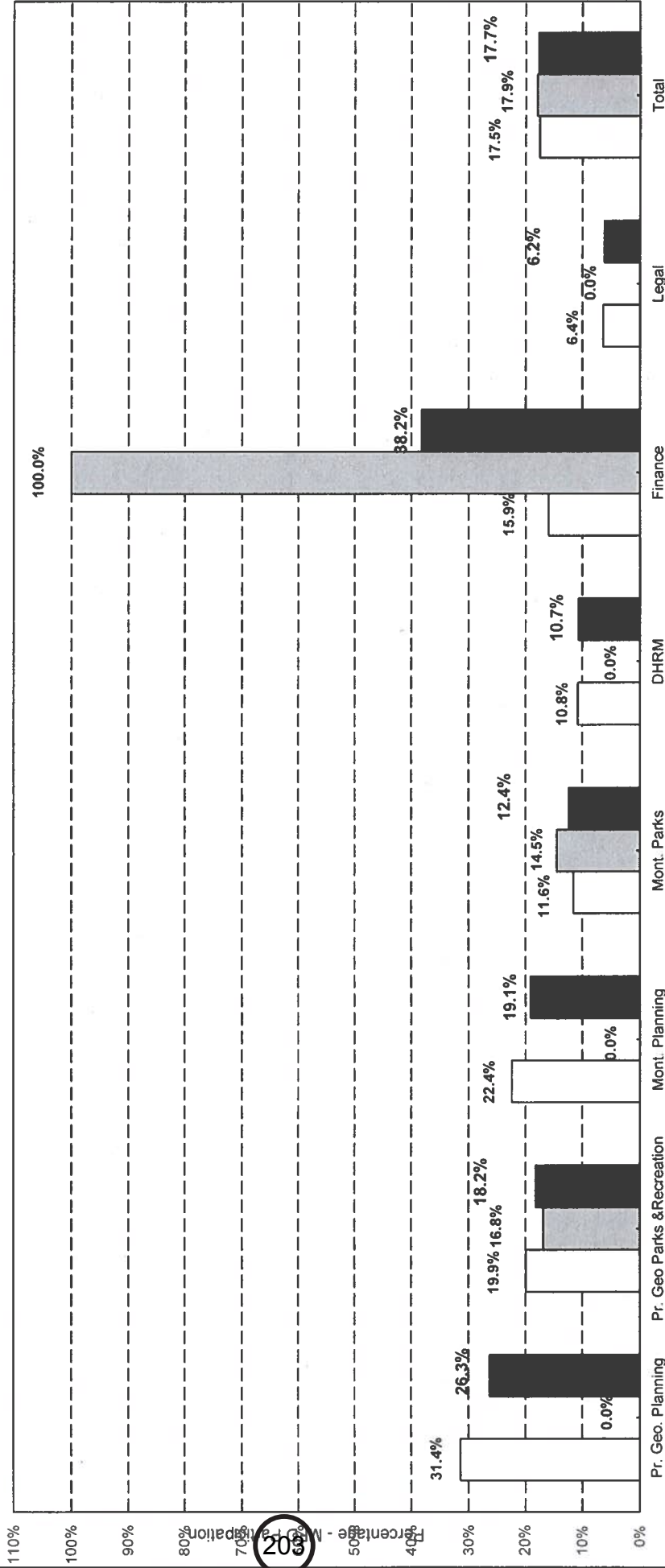
Under/Over \$10,000



Under/Over \$30,000



**The Maryland-National Capital Park and Planning Commission**  
 MFD Procurement Statistics - Transactions Under /Over \$250,000 and Total %  
 FY 2018 4Q





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

**Amount of Procurement and Number of Vendors by Location**

**FY 2018**

**FOR TWELVE MONTHS ENDED JUNE 30, 2018**

**Attachment H**

**TOTAL of ALL VENDORS**

<u>Location</u>	<u>Procurement</u>		<u>Number of Vendors</u>	
	<u>Amount</u>	<u>Percentage</u>	<u>Number</u>	<u>Percentage</u>
Montgomery County	\$ 53,041,405	38.0%	297	14.7%
Prince George's County	23,045,609	16.5%	527	26.1%
Subtotal	76,087,014	54.5%	824	40.8%
Maryland - other locations	24,427,972	17.5%	374	18.6%
Total Maryland	100,514,986	72.0%	1,198	59.4%
District of Columbia	2,124,696	1.5%	114	5.7%
Virginia	8,299,249	5.9%	174	8.6%
Other Locations	28,807,214	20.6%	530	26.3%
Total	<u>\$ 139,746,145</u>	<u>100.0%</u>	<u>2,016</u>	<u>100.0%</u>

**TOTAL of Non-MFD Vendors**

<u>Location</u>	<u>Procurement</u>		<u>Number of Vendors</u>	
	<u>Amount</u>	<u>Percentage</u>	<u>Number</u>	<u>Percentage</u>
Montgomery County	\$ 43,476,763	37.9%	217	13.4%
Prince George's County	17,120,611	14.9%	377	23.3%
Subtotal	60,597,374	52.8%	594	36.7%
Maryland - other locations	19,360,385	16.8%	313	19.4%
Total Maryland	79,957,759	69.6%	907	56.1%
District of Columbia	1,853,970	1.6%	81	5.0%
Virginia	7,598,688	6.6%	145	9.0%
Other Locations	25,586,631	22.2%	482	29.9%
Total	<u>\$ 114,997,048</u>	<u>100.0%</u>	<u>1,615</u>	<u>100.0%</u>

**TOTAL of MFD Vendors**

<u>Location</u>	<u>Procurement</u>		<u>Number of Vendors</u>	
	<u>Amount</u>	<u>Percentage</u>	<u>Number</u>	<u>Percentage</u>
Montgomery County	\$ 9,564,642	38.7%	80	20.0%
Prince George's County	5,924,998	23.9%	150	37.4%
Subtotal	15,489,640	62.6%	230	57.4%
Maryland - other locations	5,067,587	20.5%	61	15.2%
Total Maryland	20,557,227	83.1%	291	72.6%
District of Columbia	270,726	1.1%	33	8.2%
Virginia	700,561	2.8%	29	7.2%
Other Locations	3,220,583	13.0%	48	12.0%
Total	<u>\$ 24,749,097</u>	<u>100.0%</u>	<u>401</u>	<u>100.0%</u>

Note: The following shows the amounts and percentages of procurement by the location of the department. The bi-county departments' activity is divided equally between the two Counties.

	<u>Total Procurement</u>		<u>MFD Procurement</u>	
	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>
Prince George's County	\$ 99,717,896	71.4%	\$ 18,869,185	76.2%
Montgomery County	40,028,249	28.6%	5,879,912	23.8%
Total	<u>\$ 139,746,145</u>	<u>100.0%</u>	<u>\$ 24,749,097</u>	<u>100.0%</u>

Prepared by Finance Department  
August 29, 2018

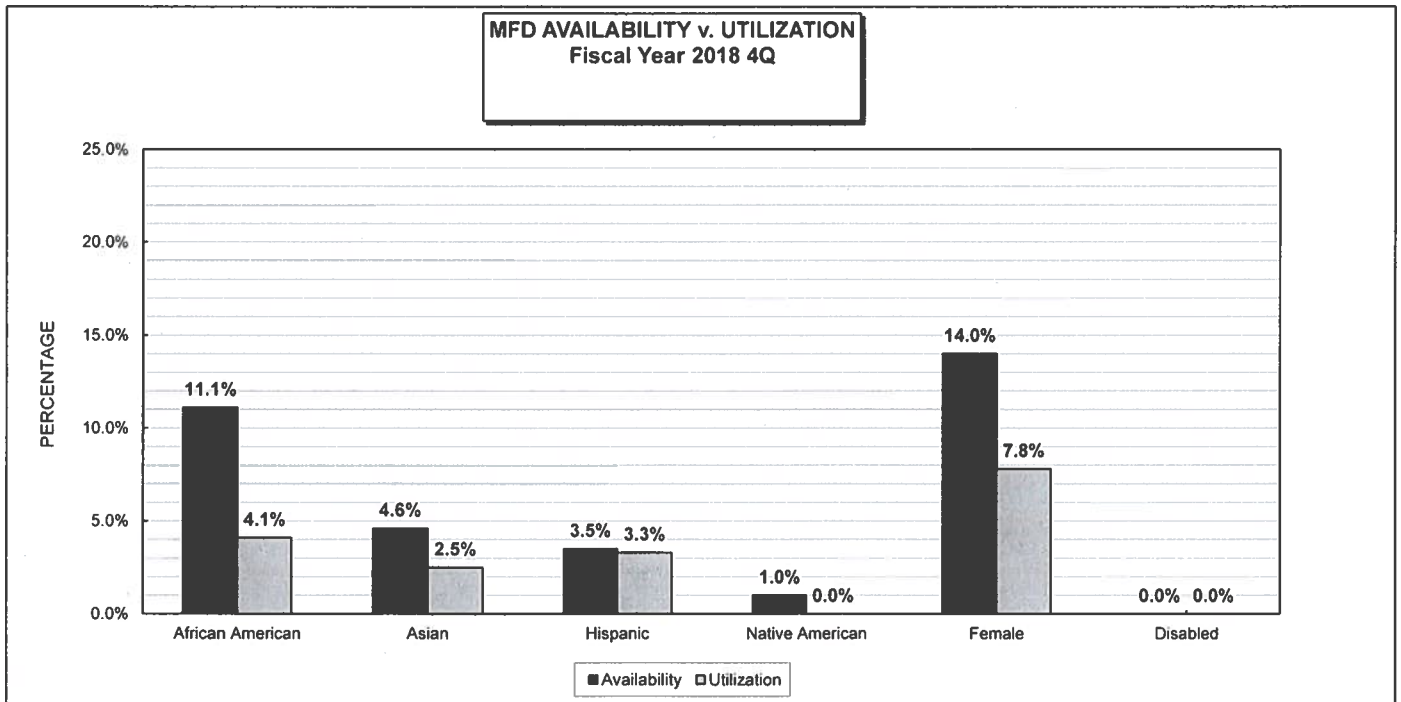
**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**  
**MFD PROCUREMENT RESULTS**  
**FY 2018**  
**FOR TWELVE MONTHS ENDED JUNE 30, 2018**

**Attachment I**

**Total Amount of Procurement** \$ 139,746,145

**Amount, Percentage of Procurement by Category, and  
Percentage of Availability by Category:**

	Procurement		Availability
	Amount	%	%
<b>Minority Owned Firms</b>			
<b>African American</b>	\$ 5,754,491	4.1%	11.1%
<b>Asian</b>	3,519,208	2.5%	4.6%
<b>Hispanic</b>	4,576,607	3.3%	3.5%
<b>Native American</b>	57,907	0.0%	1.0%
<b>Total Minority Owned Firms</b>	<b>13,908,213</b>	<b>9.9%</b>	<b>20.2%</b>
<b>Female Owned Firms</b>	<b>10,838,586</b>	<b>7.8%</b>	<b>14.0%</b>
<b>Disabled Owned Firms</b>	<b>2,298</b>	<b>0.0%</b>	<b>n/a</b>
<b>Total Minority, Female, and Disabled Owned Firms</b>	<b>\$ 24,749,097</b>	<b>17.7%</b>	<b>34.2%</b>



Note: (1) Availability percentages are taken from State of Maryland study titled "Disadvantaged Business Enterprise Disparity Study: Vol. 1", dated June 25, 2018, page 13.

(2) n/a = not available

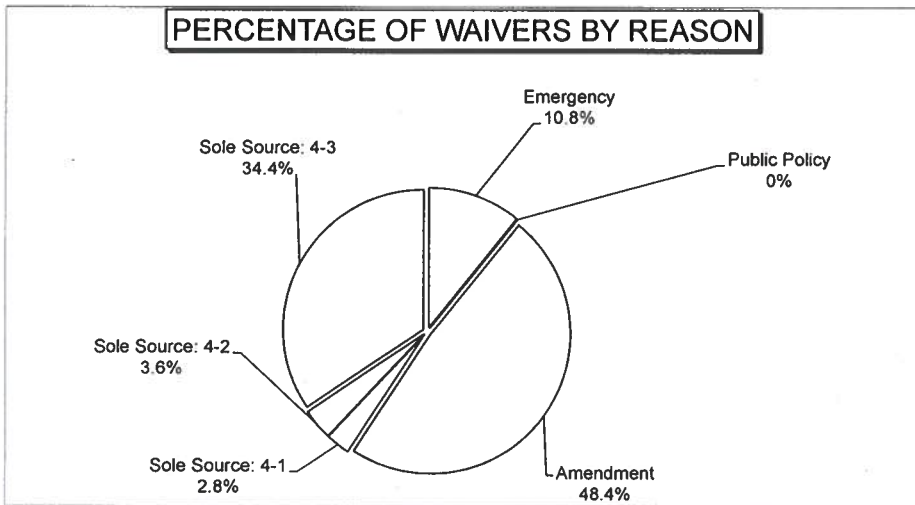
Prepared by Finance Department

August 29, 2018

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
REASONS FOR WAIVERS  
CUMULATIVE DOLLAR AMOUNT & NUMBER OF WAIVERS  
FY 2018  
FOR TWELVE MONTHS ENDED JUNE 30, 2018**

**Attachment J**

	NUMBER	AMOUNT	PERCENTAGE
<b>Emergency</b>	6	\$ 285,881	10.8%
<b>Public Policy</b>	0	-	0.0%
<b>Amendment</b>	14	\$ 1,284,799	48.4%
<b>Sole Source: 4-1</b>	3	\$ 73,356	2.8%
<b>Sole Source: 4-2</b>	1	\$ 96,000	3.6%
<b>Sole Source: 4-3</b>	13	\$ 914,419	34.4%
<b>Total</b>	37	\$ 2,654,455	100.0%



**Waiver Reason Definitions:**

**Emergency:**

Sudden and unforeseeable circumstance have arisen which actually or imminently threaten the continuance of an essential operation of the Commission or which threaten public health, welfare or safety such that there is not enough time to conduct the competitive bidding.

**Required by Law or Grant:**

Public law or the terms of a donation/grant require that the above noted vendor be chosen.

**Amendment:**

A contract is already in place and it is appropriate for the above noted vendor to provide additional services and/or goods not within the original scope of the contract because the interested service and/or goods are uniquely compatible with the Commission's existing systems and patently superior in quality and/or capability than what can be gained through an open bidding process.

**Sole Source 4:**

It has been determined that:

- #1: The vendor's knowledge and experience with the Commission's existing equipment and/or systems offer a greater advantage in quality and/or cost to the Commission than the cost savings possible through competitive bidding, or
- #2: The interested services or goods need to remain confidential to protect the Commission's security, court proceedings and/or contractual commitments, or
- #3: The services or goods have no comparable and the above noted vendor is the only distributor for the interested manufacturer or there is otherwise only one source available for the sought after services or goods, e.g. software maintenance, copyrighted materials, or otherwise legally protected goods or services.

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
TOTAL WAIVERS, MFD WAIVERS, AND SOLE SOURCE WAIVERS BY DEPARTMENT  
PROCESSED FY 2018**

FOR THE TWELVE MONTHS ENDED JUNE 30, 2018

**Attachment K**

	Total Waivers		MFD/Waivers		% of MFD		Sole Source 4-1 Waivers		Sole Source 4-2 Waivers		Sole Source 4-3 Waivers		% Sole Source	
	\$	Number	\$	Number	%	Number	\$	Number	\$	Number	\$	Number	%	
<b>Prince George's County</b>														
Commissioners' Office	\$ 0	0	\$ -	0	0.0%	0	\$ -	0	\$ -	0	\$ -	0	0.0%	
Planning Department	61,417	1	-	0	0.0%	0	-	0	-	0	-	0	0.0%	
Parks and Recreation Department	995,957	15	248,990	2	25.0%	2	3,000	1	-	-	360,518	8	36.5%	
<b>Total</b>	<b>1,057,374</b>	<b>16</b>	<b>248,990</b>	<b>2</b>	<b>23.5%</b>	<b>2</b>	<b>3,000</b>	<b>1</b>	<b>-</b>	<b>0</b>	<b>360,518</b>	<b>8</b>	<b>34.4%</b>	
<b>Montgomery County</b>														
Commissioners' Office	0	0	-	0	0.0%	0	-	0	-	0	-	0	0.0%	
Planning Department	117,220	4	-	0	0.0%	0	-	0	-	0	63,820	2	0.0%	
Parks Department	898,785	6	80,000	1	8.9%	1	-	0	-	0	490,081	3	54.5%	
<b>Total</b>	<b>1,016,005</b>	<b>10</b>	<b>80,000</b>	<b>1</b>	<b>7.9%</b>	<b>1</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>553,901</b>	<b>5</b>	<b>54.5%</b>	
<b>Central Administrative Services</b>														
Dept. of Human Resources and Mgt.	108,720	2	-	0	0.0%	0	-	0	-	0	-	0	0.0%	
Finance Department	0	0	-	0	0.0%	0	-	0	-	0	-	0	0.0%	
Legal Department	248,400	5	-	0	0.0%	0	20,400	1	96,000	1	-	0	46.9%	
Office of Chief Information Officer	137,956	2	-	0	0.0%	0	49,956	1	-	0	-	0	36.2%	
Merit Board	86,000	2	86,000	2	100.0%	2	-	0	-	0	-	0	0.0%	
<b>Total</b>	<b>581,076</b>	<b>11</b>	<b>86,000</b>	<b>2</b>	<b>14.8%</b>	<b>2</b>	<b>70,356</b>	<b>2</b>	<b>96,000</b>	<b>1</b>	<b>-</b>	<b>0</b>	<b>28.6%</b>	
<b>Grand Total</b>	<b>\$ 2,654,455</b>	<b>37</b>	<b>\$ 414,990</b>	<b>5</b>	<b>15.6%</b>	<b>3</b>	<b>\$ 73,356</b>	<b>3</b>	<b>\$ 96,000</b>	<b>1</b>	<b>\$ 914,419</b>	<b>13</b>	<b>40.8%</b>	

**Purpose of Summary of Waiver Report:**

- (1) To monitor the amount, number, reasons for waivers in order to ensure the Commission is encouraging and maintaining good community, public, vendor, and interdepartmental relations;  
To ensure fair and equitable treatment of all persons who deal in purchasing matters; to promote economy in Commission purchasing; and to ensure that minority owned firms receive a fair share of Commission awards (source: Practice 4-10); and
- (2) To comply with the Prince George's Planning Board directive of January 29, 1991 to report waiver activity to the Department Heads and the Planning Boards on a quarterly basis.

**Sole Source: 4**

It has been determined that:

- 4-1: The vendor's knowledge and experience with the Commission's existing equipment and/or systems offer a greater advantage in quality and/or cost to the Commission than the cost savings possible through competitive bidding, or
- 4-2: The interested services or goods need to remain confidential to protect the Commission's security, court proceedings and/or contractual commitments, or
- 4-3: The services or goods have no comparable and the above noted vendor is the only distributor for the interested manufacturer or there is otherwise only one source available for the sought after services or goods, e.g. software maintenance, copyrighted materials, or otherwise legally protected goods or services.

Prepared by Department of Human Resources and Management

July 1, 2018

**MEMORANDUM**

**TO:** The Maryland-National Capital Park and Planning Commission

**FROM:** Adrian R. Gardner  
General Counsel

**RE:** Litigation Report for July 2018 – end of FY 2018

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Please find the attached litigation report we have prepared for your meeting scheduled on Wednesday, September 19, 2018. As always, please do not hesitate to call me in advance if you would like me to provide a substantive briefing on any of the cases reported.

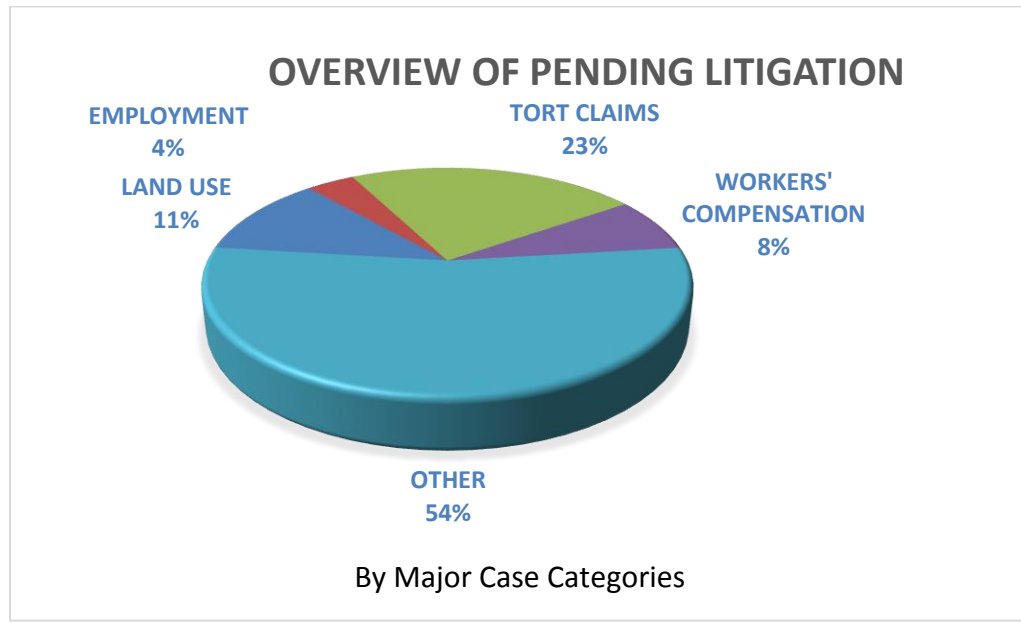
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**July 2018**  
**Composition of Pending Litigation**  
**End of FY 2018**

(Sorted By Subject Matter and Forum)

	State Trial Court	Federal Trial Court	Maryland COSA	Maryland Court of Appeals	Federal Appeals Court	U.S. Supreme Court	Subject Matter Totals
Admin Appeal: Land Use			2				2
Admin Appeal: Other							-
Land Use Dispute					1		1
Tort Claim	6						6
Employment Dispute			1				1
Contract Dispute	4		2				6
Property Dispute			2				2
Civil Enforcement							-
Workers' Compensation	2						2
Debt Collection							-
Bankruptcy							-
Miscellaneous	1		2			1	4
<b>Per Forum Totals</b>	<b>13</b>	<b>-</b>	<b>9</b>	<b>-</b>	<b>1</b>	<b>1</b>	<b>25</b>



**July 2018 Litigation  
End of FY 2018  
Activity Summary**

	COUNT FOR MONTH			COUNT FOR FISCAL YEAR 2018			
	Pending In June 2018	New Cases	Resolved Cases	Pending Prior F/Y	New Cases F/YTD**	Resolved Cases F/YTD**	Pending Current Month
Admin Appeal: Land Use (AALU)	2			4		3	2
Admin Appeal: Other (AAO)	0			0			0
Land Use Disputes (LD)	1			1	1	1	1
Tort Claims (T)	6	2	2	6	10	10	6
Employment Disputes (ED)	1			1	3	4	1
Contract Disputes (CD)	5	1		2	6	2	6
Property Disputes (PD)	2			1	2		2
Civil Enforcement (CE)	0			0			0
Workers' Compensation (WC)	2			2	3	3	2
Debt Collection (D)	0			0			0
Bankruptcy (B)	0			0			0
Miscellaneous (M)	4			5	2	5	4
<b>Totals</b>	23	3	2	22	27	28	24

**INDEX OF YTD NEW CASES  
(7/1/2017 TO 6/30/18)**

<b><u>A. New Trial Court Cases.</u></b>	<b><u>Unit</u></b>	<b><u>Subject Matter</u></b>	<b><u>Month</u></b>
Moore v. Thompson, et al	PG	Tort	July 17
Evans v. Commission	MC	Tort	Aug 17
Gregg v. Commission	PG	ED	Sept 17
Commission v. McCoy	PG	CD	Oct 17
Commission v. Clean Air Mechanical, Inc., et al	PG	CD	Oct 17
Bundu v. Bowman	PG	Tort	Oct 17
Chick v. Commission	PG	ED	Dec 17
Adesakin v. Commission	PG	Tort	Jan 18
Diggs v. Robinson, et al	PG	Tort	Jan 18
Commission v. Ferrante	PG	WC	April 18
Ross v. Commission	PG	WC	April 18
Rivers v. Fitts	PG	Tort	April 18
Global LifeSci Dev. Corp. v. Montgomery Cnty. et al.	MC	Misc.	April 18
Melara, et al. v. Evans	MC	Tort	May 18
Arnold v. Napier	PG	Tort	May 18
Commission v. D.L. Boyd	PG	CD	June 18
Gutierrez v. Commission	PG	Tort	June 18
<b><u>B. New Appellate Court Cases.</u></b>	<b><u>Unit</u></b>	<b><u>Subject Matter</u></b>	<b><u>Month</u></b>
URS v. Commission	MC	CD	April 17
Rounds v. Commission	MC	PD	Sept 17
Rounds v. Commission	MC	PD	Oct 17
Fort Myers Construction Corp. v. Commission	MC	CD	Nov 17
Pulte Home Corp. v. Montgomery County, et al	MC	LD	Nov 17
Burnette v. Commission	PG	ED	Jan 18
Pletsch v. Commission	PG	AALU	Feb 18
Price, et al. v. Commission	PG	Misc.	Feb 18
The Town of Forest Heights	PG	Misc.	Feb 18
<b><u>C. New Supreme Court of the U.S. Cases.</u></b>	<b><u>Unit</u></b>	<b><u>Subject Matter</u></b>	<b><u>Month</u></b>
Commission v. American Humanists Ass., et al.	PG	Misc.	April 18



**INDEX OF YTD RESOLVED CASES  
(7/1/2017 TO 6/30/18)**

<b>C. <u>Trial Court Cases Resolved.</u></b>	<b><u>Unit</u></b>	<b><u>Subject Matter</u></b>	<b><u>Month</u></b>
Parker v. Commission	PG	WCC	July 2017
Commission v. Pollard	MC	WCC	Sept 2017
Pulte Home Corp., et al v. Mont. County, et al	MC	LD	Sept 2017
Green v. Commission	PG	Tort	Oct 2017
Swain v. Seay, et al	PG	Misc.	Oct 2017
Shipe v. Louketis, et al	MC	Tort	Nov 2017
Tugwell v. Louketis, et al	MC	Tort	Nov 2017
Fort Myer Construction Corp v. Commission	MC	CD	Nov 2017
Rounds v. Commission, et al	MC	Tort	Nov 2017
Gregg v. Commission	PG	ED	Dec 2017
Moore v. Thompson, et al	PG	Tort	Dec 2017
Grier, et al v. Commission	PG	AALU	Dec 2017
Burnette v. Commission	PG	ED	Feb 2018
Commission v. Clean Air Mechanical, Inc. et al	MC	CD	Feb 2018
Pletsch v. Commission	PG	AALU	Feb 2018
Price, et al. v. Prince George's County, et al.	PG	Misc.	Feb 2018
Commission v. The Town of Forest Heights	PG	Misc.	Feb 2018
Adesakin v. Commission	PG	Tort	Mar 2018
Membrano v. Johns	PG	Tort	Mar 2018
Commission v. Carillo-Cruz	MC	WC	Mar 2018
Chick v. Commission	PG	ED	Apr 2018
Milam v. Doe and Commission	PG	Tort	Apr 2018
O'Brien v. Sports & Learning Complex	PG	Tort	May 2018
Evans v. Commission, et al.	MC	Tort	May 2018

**D. Appellate Court Cases Resolved.**

Cohn v. Commission	MC	Misc.	Nov 2017
Friends of Croom Civic Assoc., et al v. Commission	PG	AALU	Nov 2017
American Humanist Association v. Commission	PG	Misc.	Mar 2018

### Disposition of FY18 Closed Cases Sorted by Department

CLIENT	PRINCIPAL CAUSE OF ACTION IN DISPUTE	DISPOSITION
<b>Employees Retirement System</b>		
<b>Finance Department</b>		
Price, et al. v. Commission	Plaintiffs file lawsuit for injunctive relief questioning validity of certain personal tax enactments involving the Commission and Prince George's County.	1/23/18 - Court grants Commission's Motion to Dismiss Amended Complaint and alternatively entered judgment in favor of the Commission
<b>Department of Human Resources &amp; Management</b>		
<b>Montgomery County Department of Planning</b>		
Rounds v. Commission, et al	Defense of claim for alleged slander of title regarding Farm Road easement.	08/25/17- Court grants Commission's Motion to Dismiss
<b>Montgomery County Department of Parks</b>		
Cohn v. Commission	Plaintiff appealed Circuit Court ruling granting the judgment in favor of the Commission and denying Plaintiff's request to restrain Commission's Archery Managed Deer Hunting Program in Montgomery County.	10/18/17- Court affirms decision of lower court that granted summary judgment in favor of Commission's authorization of bow hunting on its properties
Commission v. Carillo-Cruz	Commission files petition for de novo review based on WCC's ruling that a compensable accident occurred on the grounds that driving a vehicle carries an increased risk of injury, without making a ruling on whether Claimant suffered an idiopathic condition.	03/02/18 – Appeal dismissed and remanded to WCC for approval of settlement agreement between parties.

Commission v. Clean Air Mechanical Inc., et al	Commission files complaint for breach of contract, fraud and misrepresentation arising out of purchase order for installation of three DDU units at Cabin John and Wheaton Ice rinks.	12/28/17-Court orders venue of case to be changed to Prince George's County
Fort Myer Construction Corporation v. Commission	Plaintiff filed complaint for alleged delays and damages associated with the erection of a steel girder pedestrian bridge in Montgomery County	10/10/17- Court grants Commissions' Motion to Dismiss, case dismissed with prejudice
<b>Montgomery County Park Police</b>		
Evans v. Commission, et al.	Defens of claim for personal injury following an automobile accident.	05/24/18 Case Consolidated with Case No. 439733-V, Melara, et al. v. Evans
Shipe v. Louketis, et al	Defense of claim for assault & battery, intentional infliction of emotional distress, negligence, negligent hiring.	10/06/17 Voluntary dismissal in entirety with prejudice
Tugwell v. Louketis, et al	Defense of claim for assault & battery, intentional infliction of emotional distress, negligence, negligent hiring.	10/06/17 Voluntary dismissal in entirety with prejudice
<b>Montgomery County Planning Board</b>		
Pulte Home Corporation, et al v. Montgomery County, et al	Plaintiff filed complaint for alleged delays and damages associated with the construction of a residential development in Clarksburg, Maryland.	08/25/17- Court grants Defendants' Motion for Judgment on Pleadings; case dismissed
<b>Prince George's County Department of Parks and Recreation</b>		
Adesakin v. Commission	Defense of claim for property damage involving vehicle owned by Commission.	03/19/18 – Case dismissed under Rule 3-506
American Humanist Association, et al. v. Commission	Defense of claim alleging violation of establishment clause of Constitution	10/18/17 – case remanded back to the U.S. District Court holding that display and maintenance violates Establishment Clause03/01/18 Petition for Rehearing En Banc denied. 3/12/18 Mandate Issued

Commission v. Pollard	Employer is seeking de novo judicial review of the WCC's decision that the Claimant had suffered a 39% worsening of condition regarding his right hip since the last permanency award and found no cause for apportionment to preexisting conditions.	07/28/17- Joint Motion to Remand to WCC
Commission v. Town of Forest Heights	Commission filed a declaratory judgment action against the Town of Forest Heights.	1/13/18 – Court denies Defendant's Motion to Dismiss and/or in the alternative, Motion for Summary Judgment; declares Sixth and Seventh Annexations by Defendant null and void and Defendant may not exercise law enforcement powers on Commission property.
Green, et al v. Commission	Defense of claim for personal injury involving fall by minor child from playground equipment at Peppermill Recreation Center.	08/30/17-Case dismissed with prejudice
Membrano v. Johns	Defense of claim for personal injury involving vehicle drive by commission employee.	03/30/18 – Case dismissed under Rule 3-506
Milam v. Doe and Commission	Defense of claim for personal injury involving vehicle owned by Commission	4/5/18 – Judgment entered in favor of the plaintiff.
Moore v. Thompson, et al	Defense of claim for property damage involving vehicle owned by Commission.	10/26/17-Case dismissed under Rule 3-506
O'Brien v. Sports & Learning Complex	Defense of claim for personal injury involving slip and fall at swimming pool.	05/31/18 – Case dismissed with prejudice
Parker v. Commission	Claimant/employee is seeking de novo judicial review of the WCC's decision denying she has an occupational disease.	6/26/17-Case settled and remanded to WCC
Swain v. Seay, et al	Plaintiff files to foreclose a statutory attorney's lien on property with a Historic Agriculture Resource Preservation Program Deed of Easement.	09/01/17-Case voluntarily dismissed
<b>Prince George's County Planning Department</b>		
<b>Prince George's County Planning Board</b>		

Friends of Croom Civic Association, et al v. Commission	Defense against Administrative Appeal of decision by the Planning Board to approve Preliminary Plan 4-11004 in Stephen's Crossing at Brandywine.	05/08/17-Court affirmed judgment of Circuit Court for Prince George's County Planning Board
Grier, et al v. Commission	Defense against Administrative Appeal of decision by the Planning Board to approve Preliminary Plan of Subdivision 4-16032 in Laurelind-orinan Estate.	11/27/17-Court affirmed Planning Board's decision
Pletsch, et al. v. Commission	Defense against Administrative Appeal of decision by the Planning Board to approve Preliminary Plan of Subdivision 4-16006 Melford Village.	01/18/18 – Court affirmed Planning Board's decision
<b>Prince George's Park Police</b>		
Burnette v. Commission	Former park police officer seeks judicial review of termination.	12/26/17-Order of Court affirming Administrative Hearing Board decision
Chick v. Commission	Plaintiff filed complaint alleging breach of settlement agreement based on Plaintiff's disputed interpretation.	4/2/18 – Case dismissed
Gregg v. Commission	Plaintiff filed complaint for alleged race and gender discrimination.	11/06/17-Case settled and dismissed
<b>Office of Internal Audit</b>		

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**DISTRICT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND**

**Arnold v. Napier**

Case No. 0502-0014579-2018 (Tort)

Lead Counsel: Foster  
Other Counsel:

Abstract: Defense of claim for personal injury involving vehicle owned by Commission.

Status: In discovery.

Docket:

05/09/18	Complaint filed
06/07/18	Notice of Intent to Defend filed
09/14/18	Trial date

**Commission v. D.L. Boyd**

Case No. 0502-0016854-2018 (CD)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Complaint for property damage to Commission property (mansion)

Status: In discovery.

Docket:

06/12/18	Complaint filed
06/26/18	Defendant served
08/16/18	Trial date

**Commission v. McCoy**

Case No. 0502-0025950-2017 (CD)

Lead Counsel: Adams  
Other Counsel:

Abstract: Complaint for property damage to Commission's golf cart.

Status: Case stayed.

Docket:

08/31/17	Complaint filed
11/17/17	Case stayed pending settlement negotiations

**Rivers v. Fitts**

Case No. 0502-0009015-2018 (Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury involving vehicle owned by Commission.

Status: In discovery.

Docket:

03/22/18	Complaint filed
05/01/18	Answer to Complaint by Commission
05/03/18	Trial Postponed
09/26/18	Trial date



**CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND**

**Bundu v. Bowman**

Case No. CAL17-28259 (Tort)

Lead Counsel: Adams  
Other Counsel:

Abstract: Defense of claim for personal injury involving motor vehicle accident in Prince George's County.

Status: In discovery.

Docket:

10/12/17	Complaint filed
11/02/17	Service of complaint on Commission
11/17/17	Answer to Complaint filed by Commission
03/28/18	Pretrial Conference continued
06/01/18	Pretrial Conference cancelled
06/04/18	Request to schedule two-day trial
01/22/19	Trial date

**Commission v. Clean Air Mechanical Inc., et al**

Case No. CAL18-00211 (CD)

Lead Counsel: Adams  
Other Counsel:

Abstract: Commission files complaint for breach of contract, fraud and misrepresentation arising out of purchase order for installation of three DDU units at Cabin John and Wheaton Ice rinks.

Status: In discovery.

Docket:

01/03/18	Case transferred to Circuit Court Prince George's County from Montgomery County (438017-V)
01/16/18	Answer to complaint and Motion to Dismiss and/or Motion for Summary Judgment filed by Defendants
02/02/18	Voluntary dismissal of Hudgins and Hardesty; Opposition to Motion for Summary Judgment filed; Amended Complaint filed
03/06/18	Motion to Dismiss, or in the Alternative, for Summary Judgment and Request for Hearing denied as Moot; matter shall continue in due course
05/14/18	Pretrial conference held
10/30/18	Alternate Dispute Resolution Conference date
02/11/19	Trial date

**Commission v. Ferrante**  
Case No. CAL 18-09401 (WC)

Lead Counsel: Foster  
Other Counsel:

Abstract: Appeal from WCC Order requiring MNCPPC to pay indemnity benefits corresponding to medical treatment.

Status: In discovery.

Docket:

04/17/18	Petition for Judicial Review filed
05/07/18	Commission files response to Petition for Judicial Review
6/19/18	Pretrial date rescheduled by consent
6/26/18	Order of Court rescheduling Pretrial Conference
09/19/18	Pretrial Conference
02/20/19	Trial date

**Diggs v. Robinson, et al**  
Case No. CAL17-40851(Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

12/20/17	Complaint filed
01/08/18	Defendant Robinson served via certified mail
01/29/18	Plaintiff files Amended Complaint
02/02/18	Answer to Complaint filed
04/02/18	Plaintiff's Expert Designation filed
06/21/18	Pretrial Conference held
01/04/19	Alternate Dispute Resolution Conference
03/06/19	Trial date

**Gutierrez v. Commission**  
Case No. CAL18-15226(Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

05/22/18	Complaint filed
06/15/18	Commission served

**Ross v. Commission**  
Case No. CAL18-12424 (WC)

Lead Counsel: Foster  
Other Counsel:

Abstract: Claimant filed for judicial review of WCC Order.

Status: Pending trial.

Docket:

04/23/18	Petition for Judicial Review filed
05/04/18	Commission responds to Petition for Judicial Review
05/14/18	Commission's Cross-Petition for Judicial Review
06/01/18	WCC Notice of Cross Appeal
09/06/18	Pretrial Conference
09/20/18	Motions hearing date

**Sauer, Inc. v. Commission**  
Case No. CAL17-05868 (CD)

Lead Counsel: Dickerson  
Other Counsel: Adams

Abstract: Plaintiff filed complaint for alleged delays and damages associated with the renovation and expansion of the Palmer Park Community Center in Prince George's County.

Status: In discovery.  
Docket:

02/28/17	Complaint filed but improperly served; awaiting proper re-service
06/20/17	Complaint properly served and accepted by Commission
08/21/17	Line filed extending responsive pleadings deadline
09/29/17	Defendant's Motion to Dismiss filed
11/03/17	Line filed extending Plaintiff's deadline to respond to Motion to Dismiss until November 22, 2017
11/17/17	Plaintiff files Opposition to Motion to Dismiss
12/22/17	Court denies Motion to Dismiss
01/02/18	Commission files Answer to Complaint
01/26/18	Counterclaim filed
03/05/18	Motion to Amend Scheduling Track filed
03/19/18	Consent Motion to Extend time to respond to Counterclaim and other schedule modifications
03/26/18	Court grants motion to extend time and sets new dates.
05/09/18	Pretrial conference held
05/17/18	Motion to Strike Demand for Jury Trial
05/17/18	Matter changed to 5T Scheduling Track
06/01/18	Opposition to Motion to Strike Jury Demand
06/08/18	Motion to Dismiss filed by Commission
06/22/18	Plaintiff's Opposition to Motion to dismiss
07/17/18	ADR conference

**CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND**

**Melara, et al. v. Evans**

Case No. 439733-V(Tort)

(originally filed in District Court of Montgomery County 0601-0011991-2017)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

11/08/17	Case transferred from District Court
04/19/18	Pretrial conference held
05/24/18	Pre-trial/settlement conference held
05/24/18	Case Consolidated with Case No. 439733-V
05/25/18	Order of Consolidation – All future filings to be in this case
06/01/18	Answer of Erie Insurance and demand for Jury trial
11/01/18	Pre-trial Conference
01/14/19	Trial

**Global Lifesci Development Corporation v. Montgomery County, et al.**

Case No. 444115-V (Misc.)

Lead Counsel: Foster  
Other Counsel: Dickerson

Abstract: Declaratory Judgment, Quiet Title and Injunctive Relief.

Status: In discovery.

Docket:

03/12/18	Complaint filed
03/12/18	Motion for Summary Judgment filed
04/27/18	Commission served
06/07/18	Commission Answer filed
06/07/18	M-NCPPC response to Motion for Summary Judgment filed
06/29/18	Amended Complaint filed
06/29/18	Motion for Summary Judgment filed
08/28/18	Summary Judgment hearing

**MARYLAND COURT OF SPECIAL APPEALS**

**Brooks v. Commission**

September Term 2016, No. 02295 (AALU)  
(Originally filed under CAE16-25941 in Prince George's County)

Lead Counsel: Mills  
Other Counsel: Borden

Abstract: Plaintiff appealed Planning Board ruling granting the departure from design standards in Prince George's County.

Status: Awaiting decision.

Docket:

01/06/17	Notice of Appeal filed
06/30/17	Appellant's Brief and Joint Record Extract filed
02/18/18	Oral Argument held

**Burnette v. Commission**

September Term 2017, No.2258 (ED)  
(Originally filed under CAL16-35180 in Prince George's County)

Lead Counsel: Adams  
Other Counsel:

Abstract: Former park police officer appealed Circuit Court ruling affirming Administrative Hearing Board decision to terminate.

Status: Appeal filed.

Docket:

01/23/18	Notice of Appeal
05/29/18	Appellant's Brief filed
06/26/18	Commission filed Brief
2/1 -12/19	Tentative Argument dates

**Fort Myer Construction Corporation v. Commission**

September Term 2017, No. 1684 (CD)  
(Originally filed under 399804-V in Montgomery County)

Lead Counsel: MarcusBonsib, LLC (Bruce L. Marcus)  
Other Counsel: Dickerson

Abstract: Plaintiff appealed Circuit Court ruling granting dismissal of complaint for alleged delays and damages associated with the erection of a steel girder pedestrian bridge in Montgomery County.

Status: Appeal filed.  
Docket:

10/26/17	Notice of Appeal
11/2018	Oral Argument

**Pletsch, et al v. Commission**

September Term 2017, No. 2518 (AALU)  
(Originally filed under CAL17-12150 in Prince George's County)

Lead Counsel: Mills  
Other Counsel: Borden

Abstract: Two separate appeals filed. The Citizens filed an appeal of order affirming the underlying decision and resolution. The developer filed an appeal of the denial of the motion to dismiss for lack of standing. The Commission did not join in the appeal of the denial of the motion to dismiss.

Status: Appeals filed.

Docket:

02/16/18	Notice of Appeal filed by Pletsch, et al.
2/23/18	Notice of Appeal filed by St. John Properties, Inc.

**Price, et al v. Prince George's County, et al**

September Term 2017, No. 2489 (Misc.)

(Originally filed under CAE16-37806 in Prince George's County)

Lead Counsel: Gardner  
Other Counsel: Dickerson

Abstract: Plaintiffs below filed a lawsuit for injunctive relief questioning validity of certain personal tax enactments involving the Commission and Prince George's County.

Status: Appeal filed.  
Docket:

02/12/18	Notice of Appeal filed
03/01/18	Court issued show cause for inquiry as to why Pre-hearing Information Report not filed
03/08/18	Court accepts Pre-hearing Information Report for filing
03/13/18	Order entered to proceed without Pre-hearing Conference

**Rounds v. Montgomery County, MD, et al**

September Term, 2016, No. 02501(PD)

(Originally filed under #350954-V in Montgomery County)

Lead Counsel: Gardner  
Other Counsel: Dickerson  
Harvin

Abstract: Appeal from dismissal of claim for violations of the Maryland Constitution and declaratory relief concerning alleged Farm Road easement.

Status: Awaiting decision.

Docket:

02/03/17	Notice of Appeal filed
01/09/18	Oral Argument held



**Rounds v. Montgomery County, MD, et al**

September Term, 2017, No.1561 (PD)  
(Originally filed under #430530-V in Montgomery County)

Lead Counsel: Gardner  
Other Counsel: Dickerson  
Harvin

Abstract: Appeal from dismissal of claim barred by res judicata concerning alleged Farm Road easement.

Status: Appeal filed.

Docket:

09/25/17	Notice of Appeal filed
10/19/17	Court issued show cause for inquiry as to why Pre-hearing Information Report not filed
11/15/17	Court accepts Pre-hearing Information Report for filing

**The Town of Forest Heights v. Commission**

September Term 2017, No 2538 (Misc.)  
(Originally filed under CAL 16-29110 in Prince George's County)

Lead Counsel: Mills  
Other Counsel:

Abstract: Commission below filed a declaratory judgment against the Town of Forest Heights. The Town appealed.

Status: Appeal filed.

Docket:

02/23/18	Notice of Appeal filed
03/16/18	Order to Proceed w/out Pre-hearing Conference

**URS Corporation v. Commission**

September Term 2017, No. 00288 (CD)

Lead Counsel: MarcusBonsib, LLC (Bruce L. Marcus)  
Other Counsel: Dickerson

Abstract: URS appeals the Circuit Court Decision entering judgment in favor of Commission as a result of URS breach of duty to defend.

Status: Awaiting Decision.

Docket:

04/21/17	Notice of Appeal
03/06/18	Oral Argument held

**MARYLAND COURT OF APPEALS**

No Pending Cases

**U.S. DISTRICT COURT OF MARYLAND**

No Pending Cases

**U.S. COURT OF APPEALS FOR THE FOURTH CIRCUIT**

**Pulte Home Corporation, et al v. Montgomery County, et al**

Case No. 17-2112 (LD)

(Originally filed under Case No 8:14-cv-03955)

Lead Counsel: Outside Counsel-Whiteford Taylor and Preston  
Other Counsel: Gardner/Dickerson/Adams

Abstract: Plaintiff filed appeal following dismissal of complaint in U. S. District Court for alleged delays and damages associated with the construction of a residential development in Clarksburg, Maryland.

Status: Appeal filed.

Docket:

09/25/17	Notice of Removal and Complaint filed
10/10/17	Court files Briefing Order
11/20/17	Brief filed by Appellant Pulte Home Corporation
12/19/17	Response Brief filed by Commission
01/02/18	Reply brief filed by Pulte Home Corporation
09/25/18	Oral Argument scheduled

**SUPREME COURT OF THE UNITED STATES**

**Commission v. American Humanist Association, et al**

Case No. 17A1175 (Misc.)  
17-1717 (American Legion)  
18-18 (M-NCPPC)  
(Appeal from Case No. 15-2597)

Lead Counsel: Hogan Lovells (Neal Kmar Katyal & Mitchell P. Reich)  
Other Counsel: Gardner  
Dickerson  
Harvin

Abstract: The Commission intends to seek review by the Supreme Court of the decision of the Court of Appeals for the Fourth Circuit finding violation of establishment clause of Constitution.

Status: Petition for Writ of Certiorari to be filed by extended deadline.

Docket:

04/24/18	Commission's Application to extend the time to file a Petition for Writ of Certiorari
04/30/18	American Legion's Application to extend time to file a Petition for Writ of Certiorari
05/03/18	American Legion's Application to extend time granted
05/09/18	Commission's Application to extend time granted
06/25/18	American Legion's Petition for Writ of Cert. filed
06/29/18	Commission's Petition for Writ of Cert. filed

**MEMORANDUM**

**TO:** The Maryland-National Capital Park and Planning Commission

**FROM:** Adrian R. Gardner  
General Counsel

**RE:** Litigation Report for August 2018 – FY 2019

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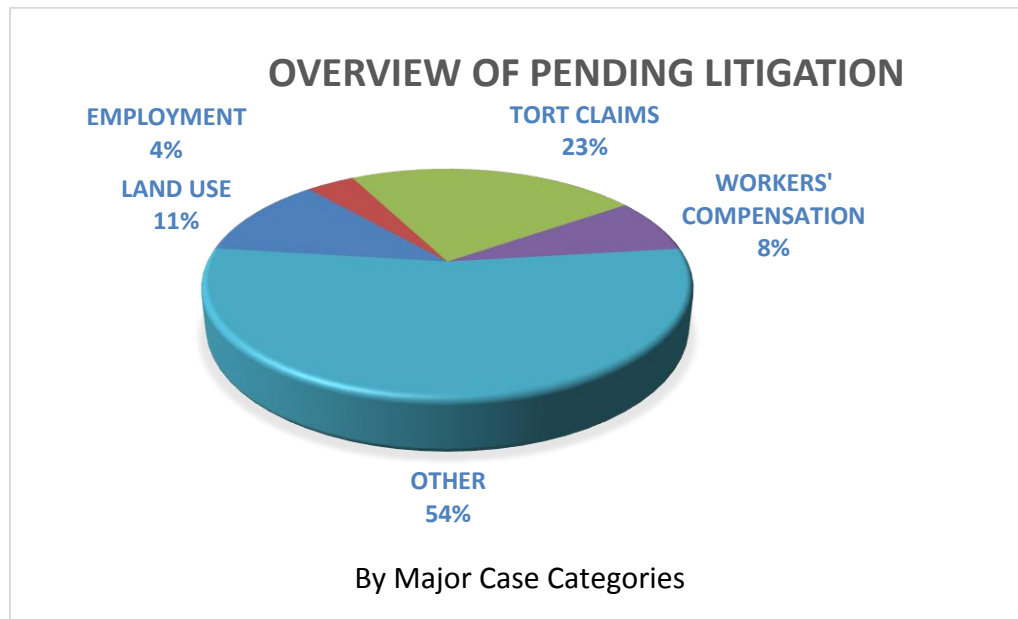
Please find the attached litigation report we have prepared for your meeting scheduled on Wednesday, September 19, 2018. As always, please do not hesitate to call me in advance if you would like me to provide a substantive briefing on any of the cases reported.

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**August 2018**  
**Composition of Pending Litigation**  
(Sorted By Subject Matter and Forum)

	State Trial Court	Federal Trial Court	Maryland COSA	Maryland Court of Appeals	Federal Appeals Court	U.S. Supreme Court	Subject Matter Totals
Admin Appeal: Land Use			2				2
Admin Appeal: Other							-
Land Use Dispute					1		1
Tort Claim	6						6
Employment Dispute			1				1
Contract Dispute	4		2				6
Property Dispute			2				2
Civil Enforcement							-
Workers' Compensation	2						2
Debt Collection							-
Bankruptcy							-
Miscellaneous	1		2			1	4
<b>Per Forum Totals</b>	13	-	9	-	1	1	24



## August 2018 Litigation Activity Summary

	COUNT FOR MONTH			COUNT FOR FISCAL YEAR 2018			
	Pending In July 2018	New Cases	Resolved Cases	Pending Prior F/Y	New Cases F/YTD**	Resolved Cases F/YTD**	Pending Current Month
Admin Appeal: Land Use (AALU)	2			2			2
Admin Appeal: Other (AAO)	0			0			-
Land Use Disputes (LD)	1			1			1
Tort Claims (T)	6			6			6
Employment Disputes (ED)	1			1			1
Contract Disputes (CD)	6			6			6
Property Disputes (PD)	2			2			2
Civil Enforcement (CE)	0			0			-
Workers' Compensation (WC)	2			2			2
Debt Collection (D)	0			0			-
Bankruptcy (B)	0			0			-
Miscellaneous (M)	4			4			4
<b>Totals</b>	24	-	-	24	-	-	24

**INDEX OF YTD NEW CASES  
(7/1/2018 TO 6/30/19)**

A. <u>New Trial Court Cases.</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
B. <u>New Appellate Court Cases.</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
C. <u>New Supreme Court of the U.S. Cases.</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>

**INDEX OF YTD RESOLVED CASES  
(7/1/2018 TO 6/30/19)**

- A. Trial Court Cases Resolved.                      Unit                      Subject Matter                      Month
- B. Appellate Court Cases Resolved.                      Unit                      Subject Matter                      Month



### Disposition of FY19 Closed Cases Sorted by Department

CLIENT	PRINCIPAL CAUSE OF ACTION IN DISPUTE	DISPOSITION
Employees Retirement System		
Finance Department		
Department of Human Resources & Management		
Montgomery County Department of Planning		
Montgomery County Department of Parks		
Montgomery County Park Police		
Montgomery County Planning Board		
Prince George's County Department of Parks and Recreation		
Prince George's County Planning Department		
Prince George's County Planning Board		
Prince George's Park Police		
Office of Internal Audit		

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**DISTRICT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND**

**Arnold v. Napier**

Case No. 0502-0014579-2018 (Tort)

Lead Counsel: Foster  
Other Counsel:

Abstract: Defense of claim for personal injury involving vehicle owned by Commission.

Status: In discovery.

Docket:

05/09/18	Complaint filed
06/07/18	Notice of Intent to Defend filed
09/14/18	Trial date

**Commission v. D.L. Boyd**

Case No. 0502-0016854-2018 (CD)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Complaint for property damage to Commission property (mansion)

Status: In discovery.

Docket:

06/12/18	Complaint filed
06/26/18	Defendant served
08/16/18	Trial date

**Commission v. McCoy**

Case No. 0502-0025950-2017 (CD)

Lead Counsel: Adams  
Other Counsel:

Abstract: Complaint for property damage to Commission's golf cart.

Status: Case stayed.

Docket:

08/31/17	Complaint filed
11/17/17	Case stayed pending settlement negotiations

**Rivers v. Fitts**

Case No. 0502-0009015-2018 (Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury involving vehicle owned by Commission.

Status: In discovery.

Docket:

03/22/18	Complaint filed
05/01/18	Answer to Complaint by Commission
05/03/18	Trial Postponed
07/5/18	Consent Motion to Postpone trial granted
09/26/18	Trial date

**CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND**

**Bundu v. Bowman**

Case No. CAL17-28259 (Tort)

Lead Counsel: Adams  
Other Counsel:

Abstract: Defense of claim for personal injury involving motor vehicle accident in Prince George's County.

Status: In discovery.

Docket:

10/12/17	Complaint filed
11/02/17	Service of complaint on Commission
11/17/17	Answer to Complaint filed by Commission
03/28/18	Pretrial Conference continued
06/01/18	Pretrial Conference cancelled
06/04/18	Request to schedule two-day trial
01/22/19	Trial date

**Commission v. Clean Air Mechanical Inc., et al**

Case No. CAL18-00211 (CD)

Lead Counsel: Adams  
Other Counsel:

Abstract: Commission files complaint for breach of contract, fraud and misrepresentation arising out of purchase order for installation of three DDU units at Cabin John and Wheaton Ice rinks.

Status: In discovery.

Docket:

01/03/18	Case transferred to Circuit Court Prince George's County from Montgomery County (438017-V)
01/16/18	Answer to complaint and Motion to Dismiss and/or Motion for Summary Judgment filed by Defendants
02/02/18	Voluntary dismissal of Hudgins and Hardesty; Opposition to Motion for Summary Judgment filed; Amended Complaint filed
03/06/18	Motion to Dismiss, or in the Alternative, for Summary Judgment and Request for Hearing denied as Moot; matter shall continue in due course
05/14/18	Pretrial conference held
07/11/18	Counsel for Defendant's Motion to Withdraw appearance
07/30/18	Motion to Withdraw granted and Notice to Employ new counsel
10/30/18	Alternate Dispute Resolution Conference date
02/11/19	Trial date

**Commission v. Ferrante**  
Case No. CAL 18-09401 (WC)

Lead Counsel: Foster  
Other Counsel:

Abstract: Appeal from WCC Order requiring MNCPPC to pay indemnity benefits corresponding to medical treatment.

Status: In discovery.

Docket:

04/17/18	Petition for Judicial Review filed
05/07/18	Commission files response to Petition for Judicial Review
06/19/18	Pretrial date rescheduled by consent
06/26/18	Order of Court rescheduling Pretrial Conference
09/10/18	Pretrial Conference
02/20/19	Trial date

**Diggs v. Robinson, et al**  
Case No. CAL17-40851(Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

12/20/17	Complaint filed
01/08/18	Defendant Robinson served via certified mail
01/29/18	Plaintiff files Amended Complaint
02/02/18	Answer to Complaint filed
04/02/18	Plaintiff's Expert Designation filed
06/21/18	Pretrial Conference held
01/04/19	Alternate Dispute Resolution Conference
03/06/19	Trial date

**Gutierrez v. Commission**  
Case No. CAL18-15226(Tort)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Defense of claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

05/22/18	Complaint filed
06/15/18	Commission served
07/12/18	Commission filed Information Sheet
07/24/18	Answer filed
11/27/18	Pretrial Conference

**Ross v. Commission**  
Case No. CAL18-12424 (WC)

Lead Counsel: Foster  
Other Counsel:

Abstract: Claimant filed for judicial review of WCC Order.

Status: Pending trial.

Docket:

04/23/18	Petition for Judicial Review filed
05/04/18	Commission responds to Petition for Judicial Review
05/14/18	Commission's Cross-Petition for Judicial Review
06/01/18	WCC Notice of Cross Appeal
07/16/18	Motion for Partial Summary Judgment
07/24/18	Opposition to Motion for Partial Summary Judgment
09/06/18	Pretrial Conference
09/20/18	Motions hearing date

**Sauer, Inc. v. Commission**  
Case No. CAL17-05868 (CD)

Lead Counsel: Dickerson  
Other Counsel: Adams

Abstract: Plaintiff filed complaint for alleged delays and damages associated with the renovation and expansion of the Palmer Park Community Center in Prince George's County.

Status: Case settled in principle.  
Docket:

02/28/17	Complaint filed but improperly served; awaiting proper re-service
06/20/17	Complaint properly served and accepted by Commission
08/21/17	Line filed extending responsive pleadings deadline
09/29/17	Defendant's Motion to Dismiss filed
11/03/17	Line filed extending Plaintiff's deadline to respond to Motion to Dismiss until November 22, 2017
11/17/17	Plaintiff files Opposition to Motion to Dismiss
12/22/17	Court denies Motion to Dismiss
01/02/18	Commission files Answer to Complaint
01/26/18	Counterclaim filed
03/05/18	Motion to Amend Scheduling Track filed
03/19/18	Consent Motion to Extend time to respond to Counterclaim and other schedule modifications
03/26/18	Court grants motion to extend time and sets new dates.
05/09/18	Pretrial conference held
05/17/18	Motion to Strike Demand for Jury Trial
05/17/18	Matter changed to 5T Scheduling Track
06/01/18	Opposition to Motion to Strike Jury Demand
06/08/18	Motion to Dismiss filed by Commission
06/22/18	Plaintiff's Opposition to Motion to dismiss
07/05/18	Commission Reply in support of Motion for Summary Judgment
07/17/18	ADR conference held – case settled in principle
07/23/18	Court dismisses all claims without prejudice. Case closed statistically



**CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND**

**Melara, et al. v. Evans**

Case No. 439733-V(Tort)

(originally filed in District Court of Montgomery County 0601-0011991-2017)

Lead Counsel: Harvin  
Other Counsel:

Abstract: Claim for personal injury following an automobile accident.

Status: In discovery.

Docket:

11/08/17	Case transferred from District Court
04/19/18	Pretrial conference held
05/24/18	Pre-trial/settlement conference held
05/24/18	Case Consolidated with Case No. 439733-V
05/25/18	Order of Consolidation – All future filings to be in this case
06/01/18	Answer of Erie Insurance and demand for Jury trial
07/02/18	Commission's Answer to Counter-Complaint
07/09/18	Substitution of Counsel for Defendant Evans
11/01/18	Pre-trial Conference
01/14/19	Trial

**Global Lifesci Development Corporation v. Montgomery County, et al.**

Case No. 444115-V (Misc.)

Lead Counsel: Foster  
Other Counsel: Dickerson

Abstract: Declaratory Judgment, Quiet Title and Injunctive Relief.

Status: In discovery.

Docket:

03/12/18	Complaint filed
03/12/18	Motion for Summary Judgment filed
04/27/18	Commission served
06/07/18	Commission Answer filed
06/07/18	M-NCPPC response to Motion for Summary Judgment filed
06/29/18	Amended Complaint filed
06/29/18	Motion for Summary Judgment filed
08/28/18	Summary Judgment hearing

**MARYLAND COURT OF SPECIAL APPEALS**

**Brooks v. Commission**

September Term 2016, No. 02295 (AALU)  
(Originally filed under CAE16-25941 in Prince George's County)

Lead Counsel: Mills  
Other Counsel: Borden

Abstract: Plaintiff appealed Planning Board ruling granting the departure from design standards in Prince George's County.

Status: Decision rendered.

Docket:

01/06/17	Notice of Appeal filed
06/30/17	Appellant's Brief and Joint Record Extract filed
02/18/18	Oral Argument held
07/20/18	Judgment of Circuit Court affirmed

**Burnette v. Commission**

September Term 2017, No.2258 (ED)  
(Originally filed under CAL16-35180 in Prince George's County)

Lead Counsel: Adams  
Other Counsel:

Abstract: Former park police officer appealed Circuit Court ruling affirming Administrative Hearing Board decision to terminate.

Status: Appeal filed.

Docket:

01/23/18	Notice of Appeal
05/29/18	Appellant's Brief filed
06/26/18	Commission filed Brief

**Fort Myer Construction Corporation v. Commission**

September Term 2017, No. 1684 (CD)  
(Originally filed under 399804-V in Montgomery County)

Lead Counsel: MarcusBonsib, LLC (Bruce L. Marcus)  
Other Counsel: Dickerson

Abstract: Plaintiff appealed Circuit Court ruling granting dismissal of complaint for alleged delays and damages associated with the erection of a steel girder pedestrian bridge in Montgomery County.

Status: Appeal filed.  
Docket:

10/26/17	Notice of Appeal
11/2018	Oral Argument

**Pletsch, et al v. Commission**

September Term 2017, No. 2518 (AALU)  
(Originally filed under CAL17-12150 in Prince George's County)

Lead Counsel: Mills  
Other Counsel: Borden

Abstract: Two separate appeals filed. The Citizens filed an appeal of order affirming the underlying decision and resolution. The developer filed an appeal of the denial of the motion to dismiss for lack of standing. The Commission did not join in the appeal of the denial of the motion to dismiss.

Status: Appeals filed.

Docket:

02/16/18	Notice of Appeal filed by Pletsch, et al.
2/23/18	Notice of Appeal filed by St. John Properties, Inc.

**Price, et al v. Prince George's County, et al**

September Term 2017, No. 2489 (Misc.)

(Originally filed under CAE16-37806 in Prince George's County)

Lead Counsel: Gardner  
Other Counsel: Dickerson

Abstract: Plaintiffs below filed a lawsuit for injunctive relief questioning validity of certain personal tax enactments involving the Commission and Prince George's County.

Status: Appeal filed.

Docket:

02/12/18	Notice of Appeal filed
03/01/18	Court issued show cause for inquiry as to why Pre-hearing Information Report not filed
03/08/18	Court accepts Pre-hearing Information Report for filing
03/13/18	Order entered to proceed without Pre-hearing Conference

**Rounds v. Montgomery County, MD, et al**

September Term, 2016, No. 02501(PD)

(Originally filed under #350954-V in Montgomery County)

Lead Counsel: Gardner  
Other Counsel: Dickerson  
Harvin

Abstract: Appeal from dismissal of claim for violations of the Maryland Constitution and declaratory relief concerning alleged Farm Road easement.

Status: Awaiting decision.

Docket:

02/03/17	Notice of Appeal filed
01/09/18	Oral Argument held

**Rounds v. Montgomery County, MD, et al**

September Term, 2017, No.1561 (PD)  
(Originally filed under #430530-V in Montgomery County)

Lead Counsel: Gardner  
Other Counsel: Dickerson  
Harvin

Abstract: Appeal from dismissal of claim barred by res judicata concerning alleged Farm Road easement.

Status: Appeal filed.

Docket:

09/25/17	Notice of Appeal filed
10/19/17	Court issued show cause for inquiry as to why Pre-hearing Information Report not filed
11/15/17	Court accepts Pre-hearing Information Report for filing

**The Town of Forest Heights v. Commission**

September Term 2017, No 2538 (Misc.)  
(Originally filed under CAL 16-29110 in Prince George's County)

Lead Counsel: Mills  
Other Counsel:

Abstract: Commission below filed a declaratory judgment against the Town of Forest Heights. The Town appealed.

Status: Appeal filed.

Docket:

02/23/18	Notice of Appeal filed
03/16/18	Order to Proceed w/out Pre-hearing Conference

**URS Corporation v. Commission**

September Term 2017, No. 00288 (CD)

Lead Counsel: MarcusBonsib, LLC (Bruce L. Marcus)  
Other Counsel: Dickerson

Abstract: URS appeals the Circuit Court Decision entering judgment in favor of Commission as a result of URS breach of duty to defend.

Status: Decision rendered.

Docket:

04/21/17	Notice of Appeal
03/06/18	Oral Argument held
07/06/18	Judgment of Circuit Court affirmed.

**MARYLAND COURT OF APPEALS**

No Pending Cases

**U.S. DISTRICT COURT OF MARYLAND**

No Pending Cases

**U.S. COURT OF APPEALS FOR THE FOURTH CIRCUIT**

**Pulte Home Corporation, et al v. Montgomery County, et al**

Case No. 17-2112 (LD)

(Originally filed under Case No 8:14-cv-03955)

Lead Counsel: Outside Counsel-Whiteford Taylor and Preston  
Other Counsel: Gardner/Dickerson/Adams

Abstract: Plaintiff filed appeal following dismissal of complaint in U. S. District Court for alleged delays and damages associated with the construction of a residential development in Clarksburg, Maryland.

Status: Appeal filed.

Docket:

09/25/17	Notice of Removal and Complaint filed
10/10/17	Court files Briefing Order
11/20/17	Brief filed by Appellant Pulte Home Corporation
12/19/17	Response Brief filed by Commission
01/02/18	Reply brief filed by Pulte Home Corporation
09/25/18	Oral Argument scheduled

**SUPREME COURT OF THE UNITED STATES**

**Commission v. American Humanist Association, et al**

Case No. 17A1175 (Misc.)  
17-1717 (American Legion)  
18-18 (M-NCPPC)  
(Appeal from Case No. 15-2597)

Lead Counsel: Hogan Lovells (Neal Kmar Katyal & Mitchell P. Reich)  
Other Counsel: Gardner  
Dickerson  
Harvin

Abstract: The Commission intends to seek review by the Supreme Court of the decision of the Court of Appeals for the Fourth Circuit finding violation of establishment clause of Constitution.

Status: Petition for Writ of Certiorari to be filed by extended deadline.

Docket:

04/24/18	Commission's Application to extend the time to file a Petition for Writ of Certiorari
04/30/18	American Legion's Application to extend time to file a Petition for Writ of Certiorari
05/03/18	American Legion's Application to extend time granted
05/09/18	Commission's Application to extend time granted
06/25/18	American Legion's Petition for Writ of Cert. filed
06/29/18	Commission's Petition for Writ of Cert. filed
07/12/18	Blanket Consent filed by Respondents, The American Legion, the American Legion Department of Maryland, and The American Legion Colmar Manor Post 131
07/13/18	Blanket Consent filed by Petitioner, M-NCPPC
07/25/18	Amicus Brief American Center for Law and Justice
07/26/18	Amicus Brief Military Order of the Purple Heart
07/27/18	Amicus Brief 109 United States Senators and Members of the United States House of Representatives
07/27/18	Amicus Brief Major General Patrick Brady and Veterans Groups Erecting and Maintaining War Memorials
07/27/18	Amicus Brief The Town of Taos, New Mexico
07/27/18	Amicus Brief The Islam and Religious Freedom Action Team of the Religious Freedom Institute
07/27/18	Amicus Brief International Municipal Lawyers Association
07/27/18	Amicus Brief Veterans of Foreign Wars of the United States
07/27/18	Amicus Brief Medal of Honor Recipients
07/27/18	Amicus Brief Maryland Elected Officials
07/27/18	Amicus Brief State of West Virginia, 27 Other States & the Governor of Kentucky
07/27/18	Amicus Brief Retired Generals and Flag Officers
07/27/18	Amicus Brief Jewish Coalition for Religious Liberty
07/27/18	Amicus Brief The Becket Fund for Religious Liberty