

FROM

Ralph S. Tyler, City Solicitor

Department of Law
101 City Hall

Memorandum of Agreement - Marcus Brown

MEMO



TO: Honorable President and Members
Board of Estimates

April 20, 2005


ACTION REQUESTED OF BOARD OF ESTIMATES:

The Baltimore City Police Department ("Department") requests that the Board approve the Memorandum of Agreement ("Agreement") entered into between the Honorable Martin O'Malley, Mayor of the City of Baltimore (the "Mayor"), Police Commissioner Leonard Hamm (the "Police Commissioner"), and Deputy Commissioner Marcus Brown ("Brown"), and note its approval on the attached Memorandum of Agreement.

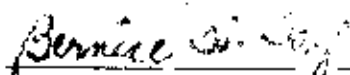
BACKGROUND/EXPLANATION

Brown joined the Baltimore Police Department in 1982 and on January 20, 2005, the Police Commissioner appointed Brown to the exempt rank of Deputy Commissioner. This Agreement provides assurances to Brown in the event his services are no longer required in the capacity of Deputy Commissioner, or should he decide to retire as Deputy Commissioner. The Agreement will remain in effect until terminated by all parties.

The Law Department has reviewed and approved the contract for legal sufficiency. The Board's approval of the Agreement is respectfully requested.


Ralph S. Tyler, City Solicitor

APPROVED BY THE BOARD:

 MAY 04 2005
Clerk Date

**MEMORANDUM OF AGREEMENT
BETWEEN THE MAYOR OF BALTIMORE, ACTING POLICE
COMMISSIONER LEONARD D. HAMM AND MARCUS BROWN**

MAY 04 2005

THIS AGREEMENT (the "Agreement") is made this 12 day of April, 2005, between the **Honorable Martin O'Malley**, Mayor of the City of Baltimore, (the "Mayor"), **Leonard D. Hamm**, Police Commissioner of Baltimore, (the "Police Commissioner"), and Deputy Commissioner **Marcus Brown** ("Brown").

WHEREAS, on January 20, 2005, Brown was appointed to the exempt rank of Deputy Commissioner by the Police Commissioner; and

WHEREAS, Brown joined the Baltimore Police Department on December 3, 1992; and

WHEREAS, Brown was previously employed by the San Jose Police Department ("SJPD") for approximately 3 years; and

WHEREAS, assuming that he effectively transfers and purchases all of his previous service credit with the SJPD, Brown would not be eligible to receive a service pension from the Fire and Police Employees' Retirement System (F&P) prior to October 3, 2009; and

WHEREAS, Brown has served and is serving the Department honorably; and

WHEREAS, the parties hereto seek to provide assurances to Brown that should his services no longer be required in this capacity, he will not lose his entitlement to a pension.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. In the event that the Police Commissioner or a successor withdraw the appointment of Deputy Commissioner, Brown has all rights and entitlements provided by law; Brown is entitled to the rights provided by this paragraph in the event he is no longer Deputy Commissioner and occupies any other position in the Baltimore Police Department;
2. At a minimum, should the appointment of Deputy Commissioner be withdrawn by the Police Commissioner or a successor, Brown will be permitted to resume service at his last civil service rank of lieutenant;
3. Should the appointment of Deputy Commissioner be withdrawn by the Police Commissioner or a successor through no fault of Brown, and provided Brown has attained a length of credited service with F&P of at least 15 years, including all service transferred into F&P by virtue of his previous employment with SJPD, he will be given the option of retirement under Baltimore City Code, Article 22, §34(k)(2). Should Brown not accept this

benefit, he would be reassigned at an exempt rank of the Police Commissioner's or his successor's choice or return to his highest civil service rank;

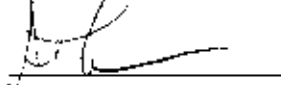
4. Should Brown choose to retire as Deputy Commissioner or within 60 days of ceasing to be Deputy Commissioner, whether under a normal service retirement or under a §34(k)(2) benefit, he will be permitted to utilize his accumulated compensatory time and vacation leave prior to the effective date of his retirement in lieu of a cash payment. Brown would remain in pay status as a Deputy Commissioner until he has exhausted all leave and his retirement becomes effective.
5. Should the appointment of Deputy Commissioner be withdrawn by the Police Commissioner or a successor prior to Brown attaining at least 15 years of credited service, Brown has the option of accepting another appointment to an exempt position within the Department, or returning to his highest civil service rank.
6. This Agreement will remain in effect until terminated by all of the parties. No liability attaches for the termination of this Agreement. The parties agree to provide thirty (30) days written notice of the intent to terminate this Agreement.
7. This Agreement constitutes the entire agreement between the parties and it may only be changed, altered, or amended by a written modification hereto signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement below, on the date first mentioned herein above.

ATTEST




ATTEST



Alternate Custodian of the City Seal

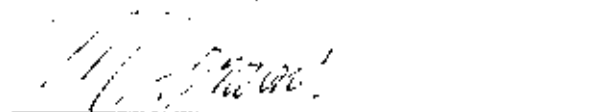
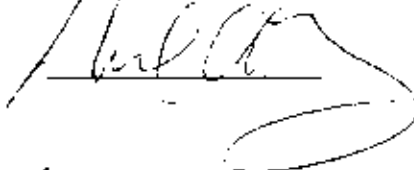
BALTIMORE POLICE DEPARTMENT

By: Leonard D. Hamm
Leonard D. Hamm, ~~Police~~ Police Commissioner



MARTIN O'MALLEY
Mayor

ATTEST

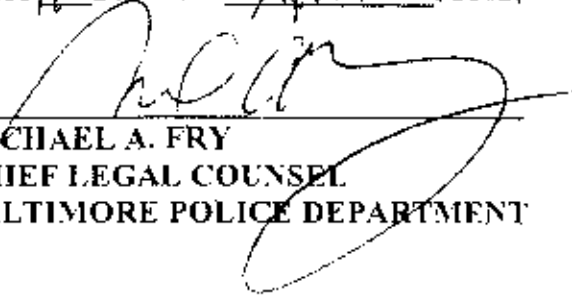


MARCUS BROWN
Deputy Commissioner

Bernice A. Taylor

APR 04 2005

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
THIS 18th DAY OF April, 2005,



MICHAEL A. FRY
CHIEF LEGAL COUNSEL
BALTIMORE POLICE DEPARTMENT