

**MEMORANDUM OF UNDERSTANDING**  
**Between the City of Hyattsville and the Town of Brentwood**  
**Concerning the Hyattsville Police Department's Mental Wellness Check-In Initiative.**

This Memorandum of Understanding ("MOU") made this 13th day of December, 2021, by and between the City of Hyattsville, Maryland, a municipality of the State of Maryland (the "City") and the Mayor and Council, Town of Brentwood, a municipality of the State of Maryland (the "Town") (referred to collectively herein as the "Parties").

**WHEREAS**, in 2020, the City of Hyattsville Police Department ("HCPD") conducted a mental health survey of its employees, including sworn-officers and dispatchers;

**WHEREAS**, the results of said survey indicated that members of HCPD expressed a clear desire for additional mental health training and support services;

**WHEREAS**, in response to the results of the survey, the City launched the HCPD Mental Wellness Check-In Initiative ("HCPD MWCI"), which is operated by HCPD, under which HCPD employees can receive free mental health services, including quarterly one-on-one meetings with licensed mental health practitioners who have prior experience working with first responders;

**WHEREAS**, the City has received additional grant funding from the Department of Justice, Office of Community Oriented Policing Services, to expand the HCPD MWCI; and

**WHEREAS**, the Town wishes to have five sworn officers from Brentwood Police Department ("BPD") participate in the HCPD MWCI and receive the services provided thereunder.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

## **SECTION 1 SCOPE OF SERVICES**

**1.1** The Parties agree that all five officers of BPD, in coordination with the City, shall be entitled to participate in the HCPD MWCI.

**1.2** With regard to the services offered to BPD's five sworn officers under the HCPD MWCI, the parties agree as follows:

- 1.2.1** BPD's five sworn officers will be entitled to participate in quarterly meetings with licensed mental health practitioners who have experience working with first responders.
- 1.2.2** Each quarterly session will consist of a confidential recorded fifty (50) minute discussion that will be hosted online during work hours.
- 1.2.3** There is no set agenda for each fifty (50) minute session and the topics for discussion are to be determined by the participant, in coordination with the associated mental health practitioner.
- 1.2.4** The meetings conducted pursuant to the HCPD MWCI shall not be used for fitness-for-duty assignments for any of the sworn officers participating in the HCPD MWCI.
- 1.2.5** Participants in the HCPD MWCI agree to complete pre- and post-session surveys, which will be used to monitor and report the efficacy of the HCPD MWCI and information from said surveys may be used by the City to meet any conditions associated with federal grants, under which the City received funding to operate and maintain the HCPD MWCI.

1.2.6 Any BPD participants in the program who wish to meet with an HCPD MWCI practitioner more than once a quarter may do so, free of charge, by scheduling appointments with a HCPD MWCI practitioner outside of said participant's normal working hours.

## SECTION 2 TERM OF MOU

2.1 The Parties agree that this MOU shall commence on the date first written above and continue for a term of two (2) years.

2.2 After the expiration of the initial term of this MOU, as set forth in Subsection 2.1, this MOU may be renewed for a period to be determined by the participating agencies, upon written agreement of the Parties.

## SECTION 3 TERMINATION

3.1 Either Party may terminate this MOU prior to the expiration of the initial term of this MOU by giving no less than thirty (30) days written notice to the other Party of their intentions to terminate this MOU on a date specified in the notice. Notification shall be made to the following:

For the City:

Jarod J. Towers  
Chief of Police  
City of Hyattsville Police Department  
4310 Gallatin Street  
Hyattsville, MD 20781  
Telephone: (301) 798-9702  
E-Mail: [jtowers@hyattsville.org](mailto:jtowers@hyattsville.org)

For the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## SECTION 4 INDEMNIFICATION

4.1. The City and the Town agree to indemnify and hold one another, including their agents, employees, and elected officials, harmless from and against any claim for loss, personal

injury, and/or damage that may be suffered as a result of each party's own negligence, willful misconduct or gross negligence in the performance of the services herein or for any failure to perform the obligations of this MOU, including, but not limited to, reasonable attorneys' fees and any other costs incurred by each Party, in defending any such claim. Each Party agrees to notify the other Party in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Party regarding the services and work provided hereunder. This provision shall survive termination of this MOU.

### **SECTION 5 NOTICE**

**5.1** Any required notices or other communications under this MOU shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving Party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

If to the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**5.2** Either Party may change the person or address for notices by written notice to the other Party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the

day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

## **SECTION 6 INSURANCE**

**6.1** During the term of this MOU, the Town agrees to procure and maintain in force general liability insurance in a minimum amount of \_\_\_\_\_ (\$\_\_\_\_\_) per occurrence and \_\_\_\_\_ (\$\_\_\_\_\_) in the aggregate.

## **SECTION 7 MISCELLANEOUS**

**7.1** Neither the City nor the Town shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression.

**7.2** The Parties agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

**7.3** This MOU shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

**7.4** The waiver of any breach of this MOU shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this MOU, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this MOU, in any other circumstance or at any other time.

**7.5** This MOU may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart

will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

7.6 Except as otherwise specified herein, nothing in this MOU shall be construed to create any relationship between the Parties other than that of independent entities cooperating solely for the purpose of permitting the Town's sworn officers to participate in the HCPD MWCI.

7.7 This MOU may only be amended or modified by a writing signed by both Parties.

7.8 This MOU and any rights or obligations under this MOU may not be assigned by the Town without first obtaining the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

7.9 Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this MOU duly authorized to execute this MOU.

7.10 The laws of the State of Maryland, excluding conflicts of law rules, shall govern this MOU as if this MOU were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the Parties expressly consent to the jurisdiction thereof and waive any right that they have or may have to bring such elsewhere.

7.11 The recitals set forth above are incorporated into this MOU.

7.12 This MOU contains the entire MOU between the parties hereto and shall be binding upon each party, its successors and assigns.

**[The remainder of this page is intentionally left blank—signature page follows]**

**IN WITNESS WHEREOF,** the Parties have executed this Memorandum of Understanding of the day and date first above written.

The City of Hyattsville, Maryland:

Witness: \_\_\_\_\_

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

Tracey Douglas  
City Administrator

The Town of Brentwood, Maryland:

Witness: \_\_\_\_\_

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