

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HYATTSVILLE
AND
EASTERN MENNONITE UNIVERSITY**

THIS AGREEMENT is entered into this 8 day of February, 2022 by and between the City of Hyattsville, Maryland, an incorporated municipality of the State of Maryland, located at 4310 Gallatin St. Hyattsville MD 20781 (hereinafter “the City”) and the Eastern Mennonite University’s Washington Community Scholars’ Center, an educational institution located at 836 Taylor Street, NE, Washington, DC 20017 (hereinafter “WCSC”) (hereinafter referred to individually as a “Party” and collectively as the “Parties).

WHEREAS, WCSC, offers internship opportunities to certain students, within which WCSC provides temporary placements for students with a governmental or other entities; and

WHEREAS, WCSC determined that the City of Hyattsville Police Department (the “Department”) is an appropriate entity for the placement of a student in such an internship position.

NOW THEREFORE, the City and WCSC mutually agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1 With respect to the responsibilities of the Parties under this Agreement, the Parties agree as follows:

1.1.1 WCSC agrees to select and place an intern with the Department, in coordination with the Department (the “Placement”).

1.1.2 Neither the City nor the Department will be responsible for compensating said intern.

1.1.3 The intern will be supervised by Adrienne Augustus, the Media Relations/Mental Health Programs Manager of the Department (the “Supervisor”).

1.1.4 The Parties agree that the intern shall work a minimum average of ten (10) hours per week during the internship, except when the work week is shortened by holidays or required WCSC activities. The Parties acknowledge that the intern will be unavailable to work on the following days and at the following times:

1.1.4.1 Tuesdays after 5 p.m. and Thursdays after 12 noon (Academic Courses)

1.1.4.2 Saturday, March 5, 2022 through Sunday March 13, 2022 (Spring Break)

1.1.4.3 Friday March 25, 2022 through Sunday March 27, 2022 (Required student retreat)

1.1.4.4 Friday, April 15, 2022 through Sunday, April 17, 2022 (Easter weekend)

1.1.4.5 In addition, the intern will be responsible for communicating with and informing the Supervisor of any additional WCSC events that may affect the intern's work schedule. Any adjustments to the intern's work schedule will be made directly between the intern and his or her Supervisor, unless WCSC involvement is requested by the Department.

1.1.5 The City agrees that the intern will participate in the following activities during the internship:

1.1.5.1 Working with the Supervisor regarding the development of the Department's Crisis Intervention Team ("CIT") program.

1.1.5.2 The intern will participate in weekly meetings with the Supervisor, lasting approximately between thirty (30) to sixty (60) minutes. This Subsection shall not be construed to prohibit the intern and Supervisor from holding meetings more frequently or in excess of the sixty (60) minute period set forth above.

1.1.5.3 The Supervisor will allow the intern to participate in certain departmental meetings regarding the CIT program, as well as some external meetings relevant to the CIT program.

1.1.5.4 The Supervisor will arrange a site visit for the intern to visit an existing CIT agency.

1.1.5.5 The Supervisor will arrange an opportunity for the intern to meet with one of the Department's officers and, to the extent reasonably practicable, participate in a ride-along with said officer.

1.1.5.6 The internship shall also exclude any additional work or activities or make changes to the work or activities as set forth above, as reasonably deemed necessary by the Supervisor and as agreed to by the intern.

1.1.6 The Supervisor will periodically meet with the intern to review the intern's responsibilities and performance.

1.1.7 If the Supervisor encounters any issues concerning the intern's professionalism or timeliness, the Supervisor shall contact WCSC.

SECTION 2 TERM OF AGREEMENT

2.1 The Parties mutually agreed that the internship contemplated hereunder will begin on January 18, 2022 and end on May 4, 2022.

SECTION 3 TERMINATION

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

For WCSC:

Ryan Good, PhD, Director
836 Taylor Street, NE
Washington, D.C. 20017

For the City:

Tracey Nicholson, City Administrator
4310 Gallatin Street
Hyattsville, MD 20781

3.2 In the event that either Party terminates this agreement during the term of the intern's placement with the Department, the intern shall be entitled to complete the internship, unless otherwise agreed upon by the Parties.

SECTION 4 CONFIDENTIALITY OF INFORMATION

4.1 If WCSC provides the City with any information that that constitutes an education record under the Family Educational Rights and Privacy Act ("FERPA"), specifically those including student addresses, phone numbers and email addresses, the City will limit access to such information only to its employees or agents who are authorized to receive or view that information. For the purpose of this Agreement, WCSC hereby designates the City as an official with a legitimate educational interest in the education records of the student participating in the internship contemplated hereunder. The City shall use such education information only for the limited purpose of this Agreement and shall not disclose any student information without the affirmative consent of the student, in writing.

4.2 WCSC agrees that materials that are deemed confidential by the City may not be removed from City property by the intern and may not be distributed to any third-parties by said intern under any circumstances, absent written authorization from the City.

SECTION 5 INDEMNIFICATION

5.1 WCSC agrees to indemnify, defend, and hold harmless the City, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its students, agents or employees. The City agrees to indemnify, defend, and hold harmless WCSC, its agents and employees from any and all judgments, claims, suits, and liabilities caused by the negligence of its agents or employees.

5.2 The City's liability shall be subject to and limited by the provisions, types of liability, notice requirements and maximum amounts established under the Maryland Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended.

SECTION 6 NOTICE

6.1 Any required notices or other communications under this Agreement 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 WCSC: Ryan Good, PhD, Director
836 Taylor Street, NE
Washington, D.C. 20017
Telephone: 202-529-5378
E-Mail: ryan.good@emu.edu

If to the City: Tracey Nicholson, City Administrator
4310 Gallatin Street
Hyattsville, MD 20781
Telephone: 301-985-5040
E-Mail: tnicholson@douglas@hyattsville.org

6.2 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 7 INSURANCE

7.1 During the term of this Agreement, the Parties agree to procure and maintain in force general liability insurance in a minimum amount of \$150,000 per occurrence and \$500,000 in the aggregate.

7.2 An insurance policy issued by the Local Government Insurance Trust, or comparable self-insurance program, shall satisfy the obligations set forth in Subsection 7.1.

SECTION 8 MISCELLANEOUS

8.1 Neither WCSC nor the City 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.

8.2 Except as otherwise specified herein, nothing in this Agreement shall be construed to create any relationship between the Parties other than that of independent entities cooperating solely for the purpose of offering an internship opportunity to a WCSC student.

8.3 This Agreement may only be amended or modified by a writing signed by both Parties.

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

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


8.6 The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement 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.

[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 E. Nicholson-Douglas
City Administrator

**Eastern Mennonite University
Washington Community Scholar's Center:**

Witness: _____

By: _____
Ryan Good, Ph.D, Director