

**MEMORANDUM OF AGREEMENT
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND,
AND
THE CITY OF HYATTSVILLE**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made this ____ day of 2020 by and among Prince George's County, Maryland, a body corporate and politic (hereinafter referred to as "the County"), on behalf of the Prince George's County Police Department (hereinafter referred to as "the Department"), and the City of Hyattsville, Maryland, (the "City") on behalf of the Hyattsville Police Department ("Policing Agency") (individually the, "Party" and collectively the "Parties").

RECITALS

WHEREAS, the PGCPD has been awarded a FY2021 Grant Award from the Governor's Office of Crime Control and Prevention, MCIN-2021-0010 (Maryland Criminal Intelligence Network) to investigate and conduct operations to combat gun trafficking, illegal gang activities, human trafficking, and firearm trafficking; and

WHEREAS, the FY2021 Grant Award identified above is to support contractual overtime agreements made with the Prince George's County Police Department and Hyattsville Police Department; and

WHEREAS, Hyattsville Police Department has in the past performed those activities approved by previous MCIN grants and is ready, willing and able to continue to perform such activities with the Department;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. SCOPE OF SERVICES.

The Hyattsville Police Department is authorized to receive compensation for "MCIN Allied Law Enforcement Overtime". MCIN Allied Law Enforcement Overtime is defined as overtime that is necessary due to an arrest or investigation that requires an employee to work beyond his/her scheduled tour of duty while assigned to the MCIN grant and consistent with Attachment "A", MCIN Allied Law Enforcement - Overtime, attached hereto and incorporated by reference.

B. OBLIGATIONS OF THE PARTIES.

During the term of this Agreement the Parties shall perform such obligations which are set forth in Attachment A entitled "MCIN Allied Law Enforcement - Overtime" which is incorporated herein by reference.

C. TERM.

The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2021, unless sooner terminated in accordance with this Agreement. The continuation of this Agreement beyond the end of the fiscal year in which it is executed, and any subsequent fiscal years during which this Agreement is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.

D. TERMINATION FOR CONVENIENCE.

Any party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination. In the event of such termination and if the City is entitled to compensation of services already rendered, the City shall be compensated upon submission of an invoice in accordance with Section E hereof. The City shall not be entitled to anticipatory profits.

E. COMPENSATION/FUNDING.

1. COMPENSATION

The total amount of compensation to the Policing Agency under this Agreement shall be Forty Thousand Dollars (\$40,000.00) apportioned and disbursed at the completion of the approved activity and with the approval of County's Project Director. Lieutenant Ralph Parker, Commander, Gang Unit, shall be the County's Project Director under this Agreement and shall be the County's administrator and coordinator for this Project.

2. FUNDING

PGPD will serve as the fiscal agent and be responsible for the disbursement of all monies. The total amount of the funding to the Policing Agency shall not exceed \$40,000.00. Submission of appropriate paperwork, to include time sheets and overtime slips, verifying expenditures will be required before additional disbursements are made. Upon expenditure of all funds, a final reconciliation will also be required. Compensation is subject to the availability of continued funding. This paperwork needs to be submitted no later than July 10, 2021 to the Commander, Gang Unit as provided for in the Notice Provision of Section J herein.

F. DOCUMENTATION AND RECORD KEEPING.

The Policing Agency shall maintain documentation as necessary to prove that it is meeting its obligations under this Agreement and such other standards as apply. The Policing Agency shall maintain such documentation for a period of five (5) years after the termination of this Agreement.

G. INDEMNIFICATION.

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and no party shall hold

the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating provisions.

II. RIGHT TO TERMINATION

Failure to perform the tasks required in the Scope of Services contained herein shall result in nonpayment.

I. INDEPENDENT CONTRACTOR

The Hyattsville Police Department is an independent contractor and is not an agent or employee of the County. As such, the Hyattsville Police Department is not entitled to the benefits or rights of County employees as provided for under the Prince George's County Code, and any and all other benefits or rights granted to County employees.

J. NOTICE PROVISIONS

Notices shall be deemed sufficient when given by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

For the County: Chief of Police
7600 Barlowe Road
Palmer Park, MD 20785

With copies to: County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

For the City of Hyattsville: City Administrator
4310 Gallatin Street
Hyattsville, MD 20781

K. NON-DISCRIMINATION CLAUSE

The Policing Agency shall not discriminate in employment against any person based on religion, race, color, sex, national origin, handicap or sexual orientation.

L. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maryland and Prince George's County.

**Prince George's County, Maryland
Electronic Signature Agreement**

I, Tracey N-Douglas, (*insert name of individual*) by signing this agreement on this 24 day of September 2020, as an individual or as a person authorized to bind the entity identified herein below (the "Entity"), on behalf of myself/Entity agree to conduct transactions with Prince George's County, Maryland (the "County") by electronic means. I agree that an electronic signature of an authorized Prince George's County, Maryland representative is the legal equivalent of his/her manual signature on the agreement attached hereto (the "Agreement"). By signing the Agreement, I/Entity consent(s) to be legally bound by the Agreement's terms and conditions. I/Entity further agree that the County's use of computer software, a key pad, mouse or other device to select an item, button, icon or similar act/action, in accessing, reviewing, approving and/or signing the Agreement, constitutes his/her signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by him/her in writing. I/Entity also agree(s) that no certification authority or other third party verification is necessary to validate the County's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the County's E-Signature or any resulting contract between myself/Entity and the County.

City of Hyattsville
Name of Entity

By: Tracey Douglas
Print Name: Tracey Douglas
Title: City Administrator

Prince George's County, Maryland hereby agrees to conduct transactions with the above named Individual / Entity by electronic means in accordance with the terms set forth above and agreed to by Individual / Entity.

Prince George's County, Maryland

By: Mark A. Magaw
Mark A. Magaw (Jan 25, 2021 11:32 EST)
Print Name: Mark A. Magaw
Title: Deputy Chief Administrative Officer of
Public Safety and Homeland Security



IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be signed and executed as of the date set forth above.

PRINCE GEORGE'S COUNTY, MARYLAND

delicia Wells
delicia Wells (Jan 27, 2021 10:57 EST)
Witness

Mark A. Magaw
Mark A. Magaw (Jan 25, 2021 13:32 EST)
Mark A. Magaw
Deputy Chief Administrative Officer for
Public Safety and Homeland Security



CITY OF HYATTSVILLE, MARYLAND

[Signature]
Witness

[Signature] 29 Sep
City Administrator Date

[Signature]
Witness

Review and Approval Recommended
[Signature]
Hector Velez
Interim Chief of Police

Reviewed for Legal Sufficiency

Office of Law
Prince George's County, Maryland

From: Middleton, Steven B.
Sent: Wednesday, October 7, 2020 3:12 PM
To: Cooper, Gina R.
Subject: RE: Review and approval of FY21 MOA MCIN HYATTSVILLE OVERTIME \$40,000

Hello Gina, Risk Management finds the grant award as acceptable.

From: Cooper, Gina R. <GRCooper@co.pg.md.us>
Sent: Wednesday, October 07, 2020 1:55 PM
To: Middleton, Steven B. <SBMiddleton@co.pg.md.us>
Cc: Wiseman, Kimberly M. <KMWiseman@co.pg.md.us>; Boykin, Barbara B. <bbboykin@co.pg.md.us>
Subject: Review and approval of FY21 MOA MCIN HYATTSVILLE OVERTIME \$40,000

Good afternoon Mr. Middleton,

The Police Department has attached a copy of the FY21 MOA MCIN HYATTSVILLE OVERTIME \$40,000. The purpose of the MOA is for overtime worked to investigate and conduct operations to combat gun trafficking, illegal gang activities, human trafficking and firearm trafficking.

We are requesting that this document be reviewed and approved prior to eARC submission.

Thank you,

Gina

Sent from Mail for Windows 10

Wiseman, Kimberly M.

From: Missouri, Natalie O.
Sent: Tuesday, October 20, 2020 10:10 AM
To: Fair, Angela
Cc: Boykin, Barbara B.; Wiseman, Kimberly M.; Cooper, Gina R.
Subject: RE: Request for Office of Law Review and Approval for Legal Sufficiency - FY21 MOA MCIN Hyattsville \$40,000

Good Morning:

Per your request, we have reviewed the above mentioned document for legal sufficiency without revision. Please include a copy of this email and my name in the comments section when submitting the document for eARC.

Thank you,

Natalie O. Missouri

Associate County Attorney
Office of Law
1301 McCormick Drive, Suite 4100
Largo, Maryland 20774
(301) 952-4028
nomissouri@co.pg.md.us

From: Rice, Nicole Y. <NYRice@co.pg.md.us>
Sent: Friday, October 16, 2020 1:18 PM
To: Fair, Angela <AFair@co.pg.md.us>; Tranx-OOL <Tranx-OOL@co.pg.md.us>
Cc: Missouri, Natalie O. <NOMissouri@co.pg.md.us>
Subject: RE: Request for Office of Law Review and Approval for Legal Sufficiency - FY21 MOA MCIN Hyattsville \$40,000

Hello Ms. Fair,

This matter has been assigned to Associate County Attorney Natalie Missouri for review. You may expect a response to your request on or before 10/22/2020. If you have any questions or need to contact Ms. Missouri regarding this matter, she can be reached at (301) 952-5225.

Kindly,

Nicole Y. Rice

Administrative Aide IV for the Transactional Unit
Prince George's County Office of Law
Wayne K. Curry Administrative Building
1301 McCormick Drive, Suite 4100
Largo, MD 20774
301.952.5248 (o) / 301.952.3071 (f)

From: Fair, Angela <AFair@co.pg.md.us>

Sent: Wednesday, October 7, 2020 7:06 PM

To: Dixon, Sean G. <sgdixon@co.pg.md.us>; Rice, Nicole Y. <NYRice@co.pg.md.us>

Cc: Boykin, Barbara B. <bbboykin@co.pg.md.us>; Wiseman, Kimberly M. <KMWiseman@co.pg.md.us>; Cooper, Gina R. <GRCooper@co.pg.md.us>

Subject: Request for Office of Law Review and Approval for Legal Sufficiency - FY21 MOA MCIN Hyattsville \$40,000

Good evening,

The Police Department has attached a copy of the FY21 MOA between the Prince George's County Police Department and the City of Hyattsville in the amount of \$40,000. The purpose of the MOA is to provide overtime to investigate and conduct operations to combat gun trafficking, illegal gang activities, human trafficking and firearm trafficking.

We are requesting that this document be reviewed and approved for legal form and sufficiency, prior to eARC submission.

Please contact me at 301-516-5973 if you have any questions.

Sincerely,

Angela Fair, Comptroller
Prince George's County Police Department
8801 Police Plaza, 5th Floor
Upper Marlboro, Maryland 20772

301-516-5973

From: Fair, Angela
Sent: Friday, October 16, 2020 8:44 PM
To: Boykin, Barbara B.; Cooper, Gina R.; Wiseman, Kimberly M.
Subject: FW: Request for Office of Law Review and Approval for Legal Sufficiency - FY21 MOA MCIN Hyattsville \$40,000

From: Rice, Nicole Y. <NYRice@co.pg.md.us>
Sent: Friday, October 16, 2020 1:18 PM
To: Fair, Angela <AFair@co.pg.md.us>; Tranx-OOL <Tranx-OOL@co.pg.md.us>
Cc: Missouri, Natalie O. <NOMissouri@co.pg.md.us>
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Kindly,

Nicole Y. Rice

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Wayne K. Curry Administrative Building
1301 McCormick Drive, Suite 4100
Largo, MD 20774
[301.952.5248](tel:3019525248) (o) / [301.952.3071](tel:3019523071) (f)

From: Fair, Angela <AFair@co.pg.md.us>
Sent: Wednesday, October 7, 2020 7:06 PM
To: Dixon, Sean G. <sgdixon@co.pg.md.us>; Rice, Nicole Y. <NYRice@co.pg.md.us>
Cc: Boykin, Barbara B. <bbboykin@co.pg.md.us>; Wiseman, Kimberly M. <KMWiseman@co.pg.md.us>; Cooper, Gina R. <GRCooper@co.pg.md.us>
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Please contact me at 301-516-5973 if you have any questions.

Sincerely,

Angela Fair, Comptroller
Prince George's County Police Department
8801 Police Plaza, 5th Floor
Upper Marlboro, Maryland 20772

301-516-5973

MOA- The City of Hyattsville

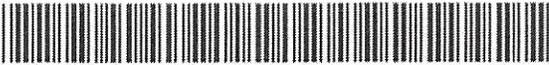
Final Audit Report

2021-01-27

Created:	2021-01-25
By:	Nekesa Tucker (NJTucker@co.pg.md.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaBKZ8RBzbJb6d5dgahC2kSu6T1cjL8U

"MOA- The City of Hyattsville" History

-  Document created by Nekesa Tucker (NJTucker@co.pg.md.us)
2021-01-25 - 4:23:01 PM GMT- IP address: 162.247.192.3
-  Document emailed to Mark A. Magaw (mamagaw@co.pg.md.us) for signature
2021-01-25 - 4:29:18 PM GMT
-  Restricted visibility Email viewed by Mark A. Magaw (mamagaw@co.pg.md.us)
2021-01-25 - 4:46:48 PM GMT- IP address: 174.244.218.118
-  Restricted visibility Document e-signed by Mark A. Magaw (mamagaw@co.pg.md.us)
Signature Date: 2021-01-25 - 6:32:20 PM GMT - Time Source: server- IP address: 162.247.192.3
-  Document emailed to delicia Wells (ddwells@co.pg.md.us) for signature
2021-01-25 - 6:32:23 PM GMT
-  Restricted visibility Email viewed by delicia Wells (ddwells@co.pg.md.us)
2021-01-27 - 3:54:34 PM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by delicia Wells (ddwells@co.pg.md.us)
Signature Date: 2021-01-27 - 3:57:05 PM GMT - Time Source: server- IP address: 96.241.163.72
-  Agreement completed.
2021-01-27 - 3:57:05 PM GMT



Regional Monitor
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	MCIN-2021-0010	
Sub-recipient:	Prince George's County, Maryland	
Project Title:	FY21 Prince George's County MCIN Coalition- Continuation	
Implementing Agency:	Prince George's County Police Department	
Award Period:	07/01/2020 - 06/30/2021	CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$434,016.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$434,016.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Law Enforcement- Gun Violence Reduction	Overtime	Grant Funds	\$50,000.00
Law Enforcement- MCIN	Overtime	Grant Funds	\$120,000.00
MCIN Coordinator	Salary	Grant Funds	\$60,320.00
Personnel Total:			\$230,320.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement- Overtime	Grant Funds	1	\$40,000.00	\$40,000.00
MCIN Prosecutor- State's Attorney Office	Grant Funds	1	\$86,565.00	\$86,565.00
Contractual Services Total:				\$126,565.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Cellebrite Premium	Grant Funds	1	\$75,148.00	\$75,148.00
Laptop	Grant Funds	1	\$1,983.00	\$1,983.00
Other Total:				\$77,131.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/23/2020