

MEMORANDUM OF UNDERSTANDING
Between the City of Hyattsville, the Town of Brentwood, and the City of Mount Rainier
Concerning the Hyattsville's Joint Crisis Response Program

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2022, by and between the City of Hyattsville, Maryland, the Town of Brentwood, and the City of Mount Rainier, all municipalities formed under the laws of the State of Maryland, hereinafter designated individually as "Party" and collectively designated the "Parties."

WHEREAS, under an existing police communications agreement ("the Communications Agreement"), between the City of Hyattsville and the City of Mount Rainier, the City of Hyattsville provides radio dispatching services to the City of Mount Rainier;

WHEREAS, in 2021, the City of Hyattsville, in partnership with the City of Mount Rainier and the Town of Brentwood, was awarded a two-year Department of Justice, Office of Community Oriented Policing Services grant totaling Two Hundred and Thirty Thousand Dollars (\$230,000.00) to launch a multi-jurisdictional Joint Mobile Crisis Response Program (the "Program"), with the intent of establishing a system in which licensed mental health practitioners and/or behavioral health subject-matter experts respond, in-person, to assist Crisis Intervention Team ("CIT") certified sworn officers of the City of Hyattsville Police Department, the City of Mount Rainier Police Department, and the Town of Brentwood Police Department, where expert behavioral health support is deemed necessary by officers;

WHEREAS, the City of Hyattsville received grant funding from the Department of Justice, Office of Community Oriented Policing Services to implement and conduct the Program as the lead agency, in partnership with the City of Mount Rainier and the Town of Brentwood;

WHEREAS, the City of Mount Rainier and the Town of Brentwood wish to participate in the Program, to enable the sworn officers of their respective police departments to request the support of a licensed mental health practitioner and/or behavioral health subject-matter expert in responding to certain types of incidents;

WHEREAS, the Parties' respective governing bodies have authorized their Chief Administrative Officers to enter into this Agreement; and

WHEREAS, the Parties are entering into this Agreement pursuant to said authorization.

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 With regard to the Program, the parties agree as follows:

1.2.1 When the Parties' sworn officers are dispatched to a call within their jurisdictions where there is a clear need for behavioral health support, every effort will be made to dispatch CIT-certified officers first.

1.2.2 Any calls involving such incidents will initially be dispatched through the relevant Party's standard communications section. For the City of Mount Rainier, such calls will be dispatched by the City of Hyattsville's communications section, pursuant to the Communications Agreement. For the Town of Brentwood, such calls will be dispatched by the Prince George's County Public Safety Communications.

1.2.3 The Parties will collaboratively establish a set of criteria (the "Criteria") to be used by the Parties' sworn officers who respond to calls, as

contemplated in Section 1.2.1, to enable said CIT-certified officers to determine whether a particular incident requires support from a licensed mental health practitioner.

- 1.2.4** In the event that a CIT-trained officer responding to an incident uses the Criteria and determines that an incident requires the involvement and assistance of a mental health practitioner, said officer will contact the City of Hyattsville's communications section or the Program's designated oversight agency to request additional support.
- 1.2.5** The Town of Brentwood's sworn officers will be permitted to contact the City of Hyattsville's communications section or the Program's designated oversight agency to request the additional support referenced in Subsection 1.2.4.
- 1.2.6** The City of Mount Rainier's sworn officers are permitted to request the support of a licensed mental health practitioner, pursuant to the Police Communications Agreement previously executed by the City of Hyattsville and the City of Mount Rainer.
- 1.2.7** When one of the Parties' sworn officers requests the support of a licensed mental health practitioner while responding to an incident requiring behavioral health support, the City of Hyattsville or the Program's designated oversight agency will oversee and coordinate the deployment of such a mental health practitioner, to the extent one is available at the time of such a request.

1.2.8 In responding to an incident in which additional behavioral health support is requested, the officers initially responding to an incident will ensure that the scene of such incident is reasonably safe, prior to the arrival of a mental health practitioner or prior to allowing said mental health practitioner to make contact with any individuals involved in the incident.

1.2.9 The responding mental health practitioner will document all cases within twenty-four (24) hours of responding to an incident and will provide the report to the responding Party's designated point of contact.

SECTION 2 - TERM OF MOU

2.1 This MOU shall commence on the date first written above and continue for a term of two (2) years.

2.2 The Parties, by mutual agreement, may extend the term of this MOU for five (5) additional one (1) year terms following the expiration of the initial term, as referenced in Section 2.1. However, the exercise of a renewal option is contingent on the availability and appropriation of funds for the continued operation of the Program. In the event that any of the Parties do not secure the appropriate funds required for the continued operation of the Program, this MOU shall terminate as to each such Party at the expiration of the funds awarded by the 2021 DOJ CIT grant.

SECTION 3- TERMINATION

3.1 Any Party may terminate their participation in 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 Parties of their intentions to terminate this MOU on a date specified in the notice. Notification shall be made to the following:

For the City of Hyattsville:

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

For the Town of Brentwood:

Robert P. Althoff, Jr.
Chief of Police
Brentwood Police Department
4300 39th Place
Brentwood, MD 20722
Telephone: (301) 864-1858
E-Mail: police.chief@brentwood.md.gov

For the City of Mount Rainier:

Linwood Alston
Chief of Police
Mt. Rainier Police Department
3249 Rhode Island Ave.
Mt. Rainier, MD 20712
Telephone: (301) 985-6590
E-Mail: lalston@mountrainierpd.org

SECTION 4 - INDEMNIFICATION

4.1. The Parties 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 Parties in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Party arising from or regarding the services 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:

For the City of Hyattsville:

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

For the Town of Brentwood:

Robert P. Althoff, Jr.
Chief of Police
Brentwood Police Department
4300 39th Place
Brentwood, MD 20722
Telephone: (301) 864-1858
E-Mail: police.chief@brentwood.md.gov

For the City of Mount Rainer:

Linwood Alston
Chief of Police
Mt. Rainier Police Department
3249 Rhode Island Ave.
Mt. Rainier, MD 20712
Telephone: (301) 985-6590
E-Mail: lalston@mountrainierpd.org

5.2 The Parties may change the person or address for notices by written notice to the other Parties. 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 Parties agrees to procure and maintain in force general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

6.2 An insurance policy issued by the Local Government Insurance Trust satisfies the obligations set forth in Subsection 6.1.

SECTION 7 - MISCELLANEOUS

7.1 Neither the City of Hyattsville, the City of Mount Rainier, nor the Town of Brentwood shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, immigration status, 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 a Party 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 purposes of conducting and participating in the Program.

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

7.8 This MOU and any rights or obligations under this MOU may not be assigned by any Party without first obtaining the prior written consent of the other Parties, 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 action 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 E. Douglas
City Administrator

The Town of Brentwood, Maryland:

Witness: _____

By: _____

The City of Mount Rainier, Maryland:

Witness: _____

By: _____