

1 **POLICE COMMUNICATIONS AGREEMENT**

2 **by and between**
3 **CITY OF HYATTSVILLE**
4 **and the**
5 **CITY OF MOUNT RAINIER**
6

7 **THIS AGREEMENT** is made this ____ day of July 2023, by and between the **CITY OF**
8 **HYATTSVILLE**, a body corporate and politic ("Hyattsville"), on behalf of the City of Hyattsville
9 Police Department, and the **CITY OF MOUNT RAINIER**, a body corporate and politic ("Mount
10 Rainier"), on behalf of the Mount Rainier Police Department, collectively referred to as "the
11 Parties."

12
13 **WHEREAS**, the Parties believe that coordinated law enforcement radio dispatching and
14 call taking is both cost effective and leads to better services; and
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16 **WHEREAS**, Mount Rainier does not provide law enforcement dispatching for its police
17 department and has previously contracted with another local government for said dispatching; and
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19 **WHEREAS**, Mount Rainier desires to have law enforcement dispatching for its police
20 department; and
21

22 **WHEREAS**, Mount Rainier and Hyattsville wish to enter into an agreement for Hyattsville
23 to furnish radio dispatching and to handle incoming calls for services for the Mount Rainier Police
24 Department, as specifically described herein; and
25

26 **WHEREAS**, the Parties' respective City Councils have authorized their Chief
27 Administrative Officers to enter into this Agreement; and
28

29 **WHEREAS**, the Parties are entering into this Agreement pursuant to said authorization.
30

31 **TERMS**
32

33 **NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained
34 herein and other good and valuable consideration, the sufficiency of which is hereby mutually
35 acknowledged, Hyattsville and Mount Rainier agree as follows:
36

37 **SECTION 1. SCOPE OF SERVICES**
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39 **1.1.** Hyattsville shall provide police radio dispatching to Mt. Rainier, including handling
40 incoming calls for police services (both emergency and non-emergency) for Mount Rainier.

41 **1.2.** Hyattsville shall furnish labor, supervision, equipment, communications facilities,
42 and supplies as Hyattsville, in its sole discretion, deems necessary to perform the police dispatch

1 and call-taking services set forth in this Section. In the event that special supplies, including, but
2 not limited to, stationary, notices, and or forms are to be issued in the name of Mount Rainier,
3 then, and in that event, the same shall be supplied by Mount Rainier at its own expense.
4

5 **1.3.** Hyattsville shall use its own personnel when performing services under this
6 Agreement. The personnel selected by Hyattsville may be civilian staff or sworn officers or a
7 combination of both. Hyattsville reserves to its employees all rights and privileges set forth in (A)
8 the Hyattsville's Personnel Manual, which sets forth Hyattsville's Rules, Regulations, and
9 Policies, and (B) the Hyattsville Police Department's General Orders, including attendance and
10 leave.
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12 **SECTION 2. PERIOD OF PERFORMANCE**

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14 **2.1.** The effective term of this Agreement is twelve (12) months, to commence on July
15 1, 2023.
16

17 **2.2.** The Parties, by mutual agreement, may extend the term of this Agreement for five
18 (5) additional twelve (12) month terms following the expiration of the initial terms. However, the
19 exercise of a renewal option is contingent on the availability (or appropriation) of funds for both
20 Hyattsville and Mount Rainier. For instance, if Hyattsville fails to appropriate the funds required
21 to perform the services set forth under this Agreement in a later fiscal year, Hyattsville's
22 performance shall terminate immediately upon close of the fiscal year for which funds have been
23 appropriated. Similarly, if Mount Rainier fails to appropriate the funds required to satisfy the
24 contract fee (any increase thereof under subsection 3.3.) in a later fiscal year, Mount Rainier shall
25 not receive services after the close of the fiscal year for which the funds were last appropriated.
26

27 **2.3.** If Mt. Rainier, after all of the renewal options set forth herein have been exercised,
28 desires to renew the Agreement for an additional renewal term, Mt. Rainier shall notify the Chief
29 of Police for the Hyattsville Police Department ("the Hyattsville Chief") in writing of said desire
30 no later than December 31st of the year preceding the expiration date of the fifth renewal term.
31 The Hyattsville Chief shall respond in writing no later than thirty (30) days after receiving Mt.
32 Rainier's notice.
33

34 **2.4.** Hyattsville agrees to perform all services required by this Agreement as
35 expeditiously as is consistent with good professional skill and best industry practice once
36 performance has commenced.
37

38 **SECTION 3. FEE FOR SERVICES**

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40 **3.1.** In exchange for these good and valuable services, Hyattsville shall be paid Ninety
41 Thousand Dollars (\$90,000.00). This sum includes the following costs:
42

43 **3.1.1.** The basic salary and fringe benefits for one, full time

1 dispatcher/communications clerk.

2
3 **3.1.2.** An allowance for one (1) uniform for said dispatcher/communications clerk.

4
5 **3.1.3.** Overhead expenses incurred by Hyattsville administrative, supervision, and
6 management staff related to the services provided hereunder.

7
8 **3.2.** The Parties agree that Mount Rainier shall make monthly payments to be applied
9 against the total fee. The monthly fee payment shall be one twelfth (1/12) of the total fee, *i.e.*,
10 Seven Thousand Five Hundred Dollars (\$7,500.00). Payment is due on or before the tenth (10th)
11 day of each month throughout the term of this Agreement, commencing on July 10, 2023.

12
13 **3.3.** The Parties agree that, for each renewal term, the fee for services shall increase in
14 accordance with any increase to the cost of living as measured by the U.S. Bureau of Labor
15 Statistics, Consumer Price Index ("CPI") for the Washington-Arlington-Alexandria, DC-VA-MD-
16 WV region or an increase in Hyattsville's cost of staffing due to salary increases made in the
17 ordinary course of the implementation of Hyattsville's personnel policies.

18 **SECTION 4. MOUNT RAINIER'S OBLIGATIONS**

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20
21 **4.1.** Mount Rainier shall assist Hyattsville, its agents, employees, and police officers,
22 agents and employees with facilitating and accomplishing the services required under this
23 agreement.

24
25 **4.2.** Mount Rainier shall not be required to pay, or assume liability for, the salaries,
26 wages, or other benefits of any Hyattsville personnel performing services hereunder for Mount
27 Rainier.

28
29 **4.3.** Mount Rainier shall not compensate, and does not indemnify, any Hyattsville
30 employee for injury or sickness arising out of his or her employment.

31
32 **4.4.** Mount Rainier shall designate a representative to serve as a liaison between Mount
33 Rainier and representatives of the Hyattsville Chief in matters pertaining to operational policies or
34 procedures of Hyattsville employees.

35 **SECTION 5. HYATTSVILLE'S OBLIGATIONS**

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37
38 **5.1.** Hyattsville shall obtain and maintain such equipment as is necessary to perform the
39 services required by this Agreement. All equipment presently owned or purchased by Hyattsville,
40 including communication equipment and supplies, shall be and remain the property of Hyattsville.

1 **SECTION 6. ADMINISTRATION OF POLICE RADIO DISPATCH**
2 **AND CALLS FOR SERVICE**
3

4 **6.1.** This Agreement shall not affect any police services now or hereafter provided by
5 Mount Rainier for Mount Rainier residents generally within the City of Mount Rainier.
6

7 **6.2.** The Hyattsville Chief shall make all determinations in scheduling and designating
8 dispatchers and or communications clerks in connection with Hyattsville’s performance under this
9 Agreement.
10

11 **6.3.** The standards of performance, dispatching of employees, and other matters incident
12 to the performance of the services to be provided hereunder, and the employment terms of the
13 personnel providing such services shall be in accordance with Hyattsville practices.
14

15 **6.4.** Mount Rainier, after providing advance written notice to Hyattsville and with
16 Hyattsville’s consent, which shall not be unreasonably delayed, withheld, or conditioned, may
17 monitor the police radio dispatch and call taking services provided under this Agreement. Mount
18 Rainer agrees to abide by all instructions, directions, regulations, policies and or practices required
19 by Hyattsville when so monitoring.
20

21 **6.5.** The phone numbers for Mount Rainier police services, which Mt. Rainier shall have
22 automatically transferred to the Hyattsville Police Department’s Dispatch, effective July 1, 2023,
23 shall be as follows:
24

25 **6.5.1.** Police Emergency Services Only: (301) 985 – 6565
26

27 **6.5.2.** City of Mount Rainier (301) 985 – 6580 and (301) 985 – 6590 (between
28 5:00 p.m. and 9:00 a.m. on weekdays and during all weekend and holiday
29 hours)
30

31 **6.6.** Vehicle Impounds: Vehicle impounds will be released from Hyattsville twenty-four
32 (24) hours a day in accordance with Mount Rainier police procedures.
33

34 **6.7.** Citizen Complaints: Disputes between Mount Rainier citizens and Hyattsville’s
35 dispatcher or communications clerk about the handling of incoming calls for police services for
36 Mount Rainier shall be resolved through Hyattsville police policies and procedures. Citizen
37 complaint forms will be available at Mount Rainier and any written complaints received shall be
38 promptly forwarded to the Hyattsville Chief, or his or her designee.
39

40 **6.8.** National Crime Information Center (“NCIC”): Hyattsville shall complete all entries
41 to N.C.I.C. in connection with the services required to be performed under this Agreement, and
42 shall issue related case numbers.
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SECTION 7. DISPUTE RESOLUTION

7.1. Any disputes that arise between Mount Rainier police officers and the Hyattsville dispatchers providing dispatching services for the Mount Rainier police shall be handled in the following manner:

7.1.1. First, the Mount Rainier on duty patrol supervisor and the Hyattsville on duty patrol supervisor shall confer and attempt to resolve the dispute.

7.1.2. Second, if the Parties' duty supervisors are unable to resolve the dispute, the Mount Rainier deputy police chief and the Hyattsville deputy police chief shall confer and attempt to resolve the dispute.

7.1.3. Third, if the deputy police chiefs are unable to resolve the dispute, the Chief of Police for the Mount Rainier Police Department (“the Mount Rainier Chief”) and the Hyattsville Chief shall confer and attempt to resolve the dispute.

7.1.4. Finally, if the Mount Rainier Chief and the Hyattsville Chief cannot resolve the dispute, then the chiefs shall reduce the dispute to writing, including a full recitation of all claims and a description of the attempts at resolution, and submit said writing to Mount Rainier's City Manager and Hyattsville's City Administrator for resolution. The Mount Rainier City Manager and the Hyattsville City Administrator shall work cooperatively and collaboratively to resolve the dispute.

SECTION 8. CHANGES

8.1. The Parties may, at any time, by mutual agreement, make any change in the work within the general scope of this Agreement through an Addendum to this Agreement.

8.2. If any change under this Section causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

SECTION 9. INDEMNIFICATION

9.1. Mount Rainier shall be responsible for and indemnify, defend, and hold Hyattsville harmless against any claim for loss, personal injury, and or damage that may be suffered as a result of its own negligence or willful misconduct arising from this Agreement, including, but not limited to, reasonable attorneys' fees and other costs incurred by Hyattsville, in defending any such claim. Mount Rainier will notify Hyattsville in writing within ten (10) days of receipt of any claim or notice of claim made by any third parties against Mount Rainier regarding the services and work provided to Mount Rainier pursuant to this Agreement. Mount Rainier shall provide Hyattsville with copies of all claims, notice of claims, and all pleadings as the matter progresses.

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2 **9.2.** Hyattsville shall be responsible for and indemnify, defend, and hold Mount Rainier
3 harmless against any claim for loss, personal injury, and or damage that may be suffered as a result
4 of its own negligence or willful misconduct in the performance of the services herein contracted
5 for or for any failure to perform the obligations of this Agreement, including, but not limited to,
6 reasonable attorneys' fees and other costs incurred by Mount Rainier, in defending any such claim.
7 Hyattsville will notify Mount Rainier in writing within ten (10) days of receipt of any claim or
8 notice of claim made by third parties against Hyattsville regarding the services and work provided
9 to Mount Rainier pursuant to this Agreement. Hyattsville shall provide Mount Rainier with copies
10 of all claims, notice of claims, and all pleadings as the matter progresses.

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12 **9.3.** This Section shall survive termination of the Agreement.
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14 **SECTION 10. INSURANCE**

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16 **10.1.** Hyattsville and Mount Rainier shall purchase and maintain comprehensive third-
17 party legal liability insurance, or its equivalent, throughout the term of this Agreement in the
18 amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars
19 (\$2,000,000.00) aggregate, where insurance aggregates apply.
20

21 **10.2.** An insurance policy issued by the Local Government Insurance Trust satisfies the
22 obligation set forth in subsection 10.1.
23

24 **SECTION 11. TERMINATION**

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26 **11.1.** This Agreement may be terminated by either party upon ninety (90) days written
27 notice to the other party.
28

29 **11.2.** In the event of termination that is not the fault of Hyattsville, Mt. Rainier shall pay
30 to Hyattsville the compensation properly due for services properly performed or goods properly
31 delivered prior to the effective date of the termination and for reasonable reimbursable expenses
32 properly incurred prior to termination.
33

34 **SECTION 12. APPLICABLE LAW**

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36 **12.1.** The laws of the State of Maryland, excluding conflicts of law rules, shall govern
37 this Agreement as if this Agreement were made and performed entirely within the State of
38 Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of
39 the breach or alleged breach hereof shall be brought exclusively in the courts of the State of
40 Maryland in Prince George's County, and the Parties expressly consent to the jurisdiction thereof
41 and waive any right that they have or may have to bring such claim elsewhere.
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14.1. Required notices or communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or e-mailed:

With a copy to: Mr. Linwood Alston
Chief of Police
City of Mount Rainier
3249 Rhode Island Avenue
Mount Rainier, Maryland, 20712
lalston@mountrainierpd.org

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2 **14.2.** Notices by e-mail shall be deemed given when the recipient confirms receipt or
3 upon the expiration of twenty-four (24) hours after successful electronic transmission of the notice,
4 whichever occurs first.

5
6 **SECTION 15. SUCCESSORS AND ASSIGNS**
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8 **15.1.** The Parties bind themselves, their partners, successors, assigns, and legal
9 representatives to this Agreement and to the partners, successors, assigns, and legal representatives
10 of such other party with respect to all covenants of this Agreement. Neither party shall assign,
11 sublet, or transfer its interest, including, but not limited to, the proceeds thereof, in this Agreement
12 without the written consent of the other party, such consent not to be unreasonably delayed,
13 withheld, or conditioned.
14

15 **SECTION 16. MISCELLANEOUS**
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17 **16.1.** This Agreement contains the entire agreement between the Parties. All oral or
18 written negotiations and prior dealings are merged into this Agreement.
19

20 **16.2.** This Agreement is binding upon the Parties, their heirs, successors, administrators,
21 and assigns. Any amendment or modification to this Agreement must be in writing signed by both
22 parties.
23

24 **16.3.** The failure of the Parties to enforce any of the terms, conditions or covenants of
25 this Agreement is not a waiver of a subsequent breach or default of the terms of this Agreement.
26

27 **16.4.** If any term or provision of this Agreement shall be held invalid or unenforceable
28 to any extent, the remainder of this Agreement shall not be affected thereby, and each term and
29 provision of this Agreement shall be enforced to the fullest extent permitted by law.
30

31 **16.5.** All representations, warranties, covenants, conditions, and agreements contained
32 herein which either are expressed as surviving the expiration and termination of this Agreement
33 or, by their nature, are to be performed or observed, in whole or in part, after the termination or
34 expiration of this Agreement, shall survive the termination or expiration of this Agreement.
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36 **16.6.** This Agreement shall not be construed in favor or against either party based on the
37 fact that it was drafted by Hyattsville.
38

39 **16.7.** This Agreement may be executed electronically and in counterparts. All such
40 counterparts will constitute the same Agreement and the signature of any Party to any counterpart
41 will be deemed a signature to, and may be appended to, any other counterpart. Executed copies
42 hereof may be delivered by e-mail and upon receipt will be deemed originals, regardless of whether
43 originals are delivered thereafter.
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45 **16.8.** The recitals above are hereby incorporated into this Agreement.

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2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed
3 by their proper and duly authorized officers on the day and year first written above.

Attest:

City of Hyattsville:

By: _____
Laura Reams
City Clerk

By: _____
Tracey Douglas
City Administrator

Attest:

City of Mount Rainier:

By: _____
Melissa Sam
City Clerk

By: _____
Kourosh Kamali
City Manager