

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES
And
*Partnering Agency***

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made this [] [day] of [] [month], 20 [] [year], by and between *Partnering Agency* hereinafter referred to as “*Partnering Agency abbreviation*”, and the Maryland Department of Public Safety and Correctional Services hereinafter referred to as “DPSCS”.

Whereas, *Partnering Agency abbreviation* is in need of unskilled and semi-skilled labor crew(s) for general labor; and

Whereas, the DPSCS can provide minimum and/or pre-release security inmates to perform the necessary services; and

Whereas, the parties desire to formalize the terms and conditions under which the DPSCS inmate work crew can serve *Partnering Agency abbreviation*.

NOW; THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH that, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. TERM

This MOU is effective upon the day and date signed and executed by the governing bodies of the parties represented, and shall remain in force until terminated by either party. This MOU can be terminated without cause by either party within thirty (30) days written notice.

II. SCOPE OF SERVICES

The inmate labor crews(s) will perform unskilled and semi-skilled general labor (i.e. litter pick-up, hand moving, landscaping, and building and grounds maintenance). Inmates may only perform work activity approved by DPSCS and may only operate equipment authorized by DPSCS. The inmate work crew shall perform specific services designated by the County, as described in the Standard Operating Procedures.

III. COMPENSATION

Compensation per crew will be paid only for the services performed and will be paid at the daily/hour rates in Appendix C – Compensation Daily Rate Calculation. The Daily Rate Calculation will be reviewed annually and approved by both parties. The Department shall be compensated for all work previously completed prior to termination.

IV. INDEMNIFICATION

A. 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 MOU, and neither party shall try to 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 other Maryland law.

B. The Partnering Agency shall obtain a signed acknowledgement form from a legal guardian of a minor who is participating in a work activity in the accompaniment of inmates, that gives permission for the minor to participate in the project's activities.

V. TERMINATION

A. If DPSCS or *Partnering Agency abbreviation* determines that a party has failed to fulfill in a satisfactory manner its obligations under this Agreement, or if a party violates any of the covenants, agreements, or stipulations of the Agreement they may terminate this Agreement by giving written notice to the other and specifying the effective date thereof.

B. If, for any reason, *Partnering Agency abbreviation* or DPSCS wishes to terminate this agreement, it may do so by giving written notification thereof, at least fourteen (14) days prior to termination.

VI. NONDISCRIMINATION

DPSCS or *Partnering Agency abbreviation* shall not discriminate in connection with the performance of this agreement against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap not reasonably related to the performance of this agreement.

VII. AUDITS

At any time during business hours and as often as *Partnering Agency abbreviation* or the DPSCS may deem necessary, shall make available for inspection, records with respect to the services provided under this Agreement. All parties shall be permitted to audit,

examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by this Agreement.

VIII. NOTICE

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the parties at the following addresses:

Partnering Agency
Director/Administrator
Address
Contact information

For the Department of Public Safety Works (PSW):

Captain Tiffany Evans
Director of Public Safety Works
6776 Reisterstown Road
Suite 214
Baltimore, Maryland 21215
Work: (410) 585-3342
Cell: (410)746-4184

Lieutenant Tera Reed
Assistant Director of Public Safety Works
6776 Reisterstown Road
Suite 214
Baltimore, Maryland 21215
Work: (410) 585-3342
Cell: (443) 467-2690

IX. COMPLIANCE WITH LAW

DPSCS and the *Partnering Agency abbreviation* shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the terms of this Agreement.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. ENTIRE AGREEMENT/MODIFICATION

This MOU constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promise, or agreements not expressly set forth herein. Any modification to this Agreement shall be by written Amendment, executed and approved by both parties.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this MOU to be executed, sealed and delivered on the day and year first above written.

WITNESS: AGENCY HEAD:

By: _____

Date: _____

Attest: **STATE OF MARYLAND**
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: _____
Robert L. Green, Secretary DPSCS

Date: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____
Attorney General

Date: _____

ATTACHMENT(S):
Appendix D – Standard Operating Procedures
Appendix C – Daily Compensation Rate Calculation