MEMORANDUM OF UNDERSTANDING BETWEEN THE PRINCE GEORGE'S COUNTY POLICE DEPARTMENT AND

THE PRINCE GEORGE'S COUNTY OFFICE OF THE SHERIFF

POLICE LANDOVER DISTRICT III & WESTPHALIA DISTRICT VIII DOMESTIC VIOLENCE INTERVENTION PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this ____ day of September 2025 (the "Effective Date") by and among Prince George's County, Maryland, a body corporate and politic on behalf of the Prince George's County Police Department ("Police Department") and the Office of the Sheriff for Prince George's County ("Sheriff's Office"). The Police Department and the Sheriff's Office shall be collectively referred to as the "Parties". This Memorandum of Understanding outlines one program to combat Domestic Violence in Prince George's County, Maryland.

WHEREAS, this Agreement establishes and delineates the cooperative relationship and protocol for the duration of the program to combat domestic violence in Prince George's County, Maryland. This Memorandum is effective pursuant to the authority created by the Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 2-330 (h) (1) and (2).

WHEREAS the Parties desire to enter into this Agreement to perform the initiatives of this program.

NOW THEREFORE, in consideration of the mutual promises expressed in this Agreement, the Parties hereby agree as follows:

- 1. **Term:** This Agreement shall commence as of the Effective Date first written above and shall remain in effect until October 1, 2026, unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed upon mutual agreement of the Parties. Any and all modifications to the terms of this MOU must be by a written Amendment, signed and approved by all parties.
- 2. **Termination for Convenience:** This Agreement may be terminated by any party upon thirty (30) days prior written notice, or at such time that is mutually agreeable to the Parties.
- 3. Parties Roles and Responsibilities:
 - a. Sheriff's Office Responsibilities: The Sheriff's Office shall:
 - i. Answer and respond to all domestic violence calls-for-service in Prince George's County Police Landover District III & Westphalia District VIII as dispatched by Prince George's County Public Safety Communications. The Sheriff's Office preferred policy will be to make a physical arrest in all cases where appropriate. The Sheriff's Office will handle on-scene

misdemeanor and felony domestic violence arrests, transports, and processing. Also, the Sheriff's Office will provide the RMS report number, via RMS transmittal, to the Police Department's Domestic Violence Unit for tracking purposes by the end of the shift. The Police Department's Domestic Violence Unit will provide investigative assistance in these cases, including but not limited to conducting interviews and obtaining and executing search warrants.

- ii. Take an initial report when appropriate on each domestic violence call to which they respond. Any RMS report written by the Sheriff's Office for domestic violence in Police Landover District III & Westphalia District VIII will be documented on the RMS Transmittal and forwarded to the Prince George's County Police Department's Domestic Violence Unit via email by the end of the shift, for investigative follow-up and to track repeat calls for service.
- iii. Facilitate the coordination of advocacy and counseling services through the activities of the Special Victims Assistants (SVA).
- iv. Facilitate the prosecution of domestic violence offenders by completing a Domestic Intervention-Supplemental Report. This report shall be scanned into RMS as an attachment.
- v. All follow-up investigations will be handled by the Prince George's County Police Department's Domestic Violence Unit.

b. Police Department Responsibilities: The Police Department shall:

- i. Respond to all domestic violence calls for service in Prince George's County and respond to domestic violence calls for service within Police Landover District III & Westphalia District VIII when no Sheriff's Office Deputies are available at the time of the call for service.
- ii. When Sheriff's Office Deputies and Prince George's County Police Officers are dispatched to the same domestic violence call for service simultaneously, the Sheriff's Office Deputies will write all initial reports to include felony cases due to the Sheriff's Office having primary jurisdiction of domestic violence calls for service in Police Landover District III & Westphalia District VIII.
- iii. Ensure the Police Department's Crime Scene Investigation Division will respond to and process scenes involving a shooting and/or when there is an extensive crime scene or technical needs.
- iv. Reserve the right to assume the investigation of any domestic violence cases deemed appropriate. Nothing in this agreement is intended to alter the lawful authority of the Prince George's County Police Department.

- 4. **Complaints:** All complaints regarding failure to comply with the terms of this Agreement will be reported to the appropriate agency head for each party. The parties will notify each other of the disposition of any/all action taken because of any reported complaint.
- 5. **Applicable Law**: This MOU shall be construed according to Maryland law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction Prince George's County, Maryland.
- 6. **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto and supersedes all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in writing signed by duly authorized representatives of both parties hereto.
- 7. Liability: Pursuant to the responsibilities stated in this Agreement, each party shall be responsible for the actions of its employees, officials, or agents subject to the applicable tort laws of the State and any other applicable law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of

Jason Abbott, General Counsel

Prince George's County, Maryland

Deputy Chief Administrative Officer, Public Safety

9/26/2025

Date