

Exhibit “A”

**MEMORANDUM OF UNDERSTANDING
FOR CO-RESPONDER PROGRAM BETWEEN
THE TOWNSHIP OF WEST ORANGE POLICE DEPARTMENT
AND
MENTAL HEALTH ASSOCIATES OF ESSEX AND MORRIS COUNTIES**

This Memorandum of Understanding (“MOU”) is hereby entered into between the Township of West Orange Police Department (“WOPD”) and the Mental Health Associates of Essex and Morris Counties (“MHAEM”) for implementation of a co-responder program which provides critical services to the community for de-escalation, response, treatment, and follow-up.

WHEREAS, the WOPD and MHAEM have begun collaborating on a pilot program; and

WHEREAS, the WOPD is highly decorated and experienced in addressing a myriad of circumstances; and

WHEREAS, between July 13, 2019 and July 13, 2020, the WOPD received 393 mental health calls; and

WHEREAS, mental health calls require immediate, compassionate and directed responses and follow ups to ensure de-escalation and the safety and well-being of the community; and

WHEREAS, the WOPD has previously implemented Operation HOPE (heroin-opiate prevention effort) to train volunteers and assist persons who voluntarily seek treatment; and

WHEREAS, the Township has previously entered into a ground-breaking pilot program with MHAEM but due to resources, MHAEM was only able to respond to 37 calls during the six (6) month initiative while there have been approximately 197 mental health calls demonstrating a need for further coverage and response; and

WHEREAS, the Township has made this a priority towards the health, welfare and safety of the entire community; and

WHEREAS, the Township is desirous of applying to the United States Department of Justice for a grant under the Connect and Protect: Law Enforcement Behavioral Health Responses Program (“DOJ Grant”);

NOW, BE IT HEREBY AGREED BY AND BETWEEN THE TOWNSHIP AND MHAEM as follows:

1. **Term of Agreement.** This MOU shall be for a period of one (1) year beginning on the first day of the month at least 30 days after the following have occurred: (i) approval by the Township Council; and (ii) implementation of sufficient trained staffing by MHAEM; and (iii) acknowledgment of the receipt of the DOJ Grant. The term shall be for not less than twelve (12) consecutive months.

2. **Program.** During the term of the program, MHAEM shall provide not less than one (1) trained counselor who shall have the requisite experience and training to co-respond with the WOPD to any designated mental health event or call for service not less than 80 hours per week.

3. **Reporting.** WOPD and MHAEM shall maintain full and complete records of all co-responder initiatives, responses, follow-up, and evaluation.

4. **Body Warn Camera.** Pursuant to WOPD guidelines, BWC shall be maintained at all times during any MHAEM co-response and any other mental health incidents so that WOPD and MHAEM may collaboratively review responses and debrief each other concerning any challenges, training needs and best practices.

5. **Communications.** WOPD and MHAEM shall implement a real time program so that the WOPD may know the cell phone number and other contact information for the MHAEM co-responder to ensure the most efficient response time to address all calls for mental health events.

6. **Supervisor Communications.** During the term of this MOU, the WOPD Chief of Police and his/her supervisors and the appropriate supervisory people at MHAEM shall have monthly telephone conference calls or live/zoom meetings to discuss all aspects of the program including any communication issues, evaluation processes, necessary training, and service to the community.

7. **Records.** During the term of this MOU, the WOPD and MHAEM shall maintain full and complete records of all response calls, communications, any issues in communicating and all other aspects of the implementation and day to day aspects of this program.

8. **Indemnification.** WOPD and MHAEM shall maintain separate insurance with regard to all employees and other aspects of their operations. To the extent that any claim arises with regard to this program, the WOPD and MHAEM shall mutually indemnify each other to ensure that they are separately responsible for their employees' actions. WOPD and MHAEM shall maintain full and complete insurance in the appropriate amounts for any automobiles or other vehicles which are used with regard to co-responding. Nothing contained herein shall permit any violation of any traffic or other appropriate laws or ordinances.

9. **Entire Agreement.** The recitals at the beginning of the Agreement are incorporated by reference and made a part of this MOU. The MOU may be supplemented by subsequent writings approved and executed by both parties.

10. **Governing Law and Choice of Forum.** The governing law and appropriate forum shall be the State of New Jersey, Superior Court of New Jersey: Essex County.

11. **Condition Subsequent.** The implementation of this MOU shall be specifically conditioned upon the award of the DOJ Grant and full and complete compliance with the DOJ Grant.

TOWNSHIP OF WEST ORANGE

**MENTAL HEALTH ASSOCIATES OF ESSEX
AND MORRIS COUNTIES**

By: _____
Mayor Robert D. Parisi

By: _____
Robert Davidson, President

Dated: _____, 2021

Dated: _____, 2021