

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 ~~Association~~ of Essex and Morris Counties ("MHA") 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 MHA ~~participated in a pilot program between September 1, 2020 and February 1, 2021;~~ and

WHEREAS, the WOPD and MHA ~~continued their participation in the co-responder program between February 1, 2021 and October 1, 2021; and~~ **WHEREAS**, the WOPD is highly decorated and experienced in addressing a myriad of circumstances; and

WHEREAS, between ~~January 1, 2021 and through April 2026~~, the WOPD received ~~2,290~~ 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, ~~between January 1, 2021 and the present, the Township has received 1,765 mental health calls, and the MHA has assisted with responding to 694 of those calls; and~~

WHEREAS, ~~regardless of whether the Township and/or MHA responds to a mental health call in the community, MHA follows up with each individual encountered pursuant to a mental health call; and~~

WHEREAS, the Township ~~received a grant on October 1, 2021 from the United States Department of Justice under the Connect and Protect: Law Enforcement Behavioral Health Responses Program ("DOJ Grant") which expired on September 30, 2025; and~~

WHEREAS, the Township finds that their partnership with the MHA has been beneficial to the health, welfare, and safety of the community; and

WHEREAS, the Township finds that it is in the best interest of the Township and its inhabitants to continue their partnership with the MHA.

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

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1. **Term of Agreement.** This MOU shall be for a period of one (1) year beginning on January 1, 2026 through December 31, 2026.

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2. **Payment.** The total fee for MHA's services is \$196,000 which shall be paid at a rate of \$16,333.33 per month.

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3. **Program.** During the term of the program, MHA shall provide no 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 Monday through Friday 7:00 am to 11:00 pm, not less than 80 hours per week.

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

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

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

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7. **Supervisor Communications.** During the term of this MOU, the WOPD Chief of Police and his/her supervisors and the appropriate supervisory people at MHA 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.

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8. **Barricade Responses:** To utilize MHA, Co-Responders are to cohere to Attorney General Directive 2024-04, the Use of Force Policy Addendum C. The updated policy mandates that law enforcement officers responding to barricade incidents must include mental health professionals alongside crisis negotiators. These mental health experts are required to undergo training with law enforcement on a quarterly basis and will be accessible at all times to oversee communications with the individual in the barricade situation, providing guidance and support to facilitate a peaceful resolution.

9. **Records.** During the term of this MOU, the WOPD and MHA 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.

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10. **Indemnification.** WOPD and MHA 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 MHA shall mutually indemnify each other to ensure that they are separately responsible for their employees' actions. WOPD and MHA 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.

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11. **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.

12. **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.

13. **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: _____

By: _____

Dated _____

Dated _____