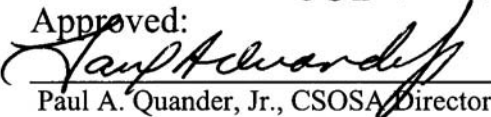




Court Services and Offender Supervision Agency
for the District of Columbia

POLICY STATEMENT

Policy Statement 1009
Policy Area: Office of the General Counsel
Effective Date: **JUL 30 2008**
Approved:

Paul A. Quander, Jr., CSOSA Director

Development of Memoranda of Understanding

I. COVERAGE

This Policy Statement and its appended procedures apply to all Court Services and Offender Supervision Agency (CSOSA or Agency) Memoranda of Understanding (MOUs) which the Agency initiates or takes the lead in developing and/or to which the Agency is a party. Agency staff with specific responsibilities under the appended General Procedures include the Director, Associate Directors and/or delegates, and the Agency's Records Manager. This Policy Statement does not apply to the District of Columbia Pretrial Services Agency (PSA).

II. BACKGROUND

The mission of CSOSA is to increase public safety, prevent crime, reduce recidivism, and support the fair administration of justice in close collaboration with the community. To streamline, ensure accountability, monitor and enhance the success of partnerships intended to further the Agency's mission, CSOSA enters into MOUs with various partners. Occasionally, CSOSA and the PSA jointly develop MOUs to pursue partnerships that are beneficial to both agencies.

III. POLICY

In accordance with the appended General Procedures, MOUs shall be executed by the Director of CSOSA. Associate Directors and/or delegates are authorized to develop and negotiate the terms of MOUs. In the event that PSA or another entity initiates or takes the lead in developing an MOU to which CSOSA is a party, the impacted Associate Director will assign staff through which the MOU will be developed with regard to CSOSA's interests.

An MOU is a formal written agreement signed by the Agency Director and the authorized agent of each party which defines the parameters of the partnership, including terms, responsibilities, legal issues, duration and termination of the partnership.

The Agency shall require the development of an MOU when a partnership requires:

- non-Agency personnel to use or have access to Agency equipment, facilities, or data (electronic or otherwise),
- a temporary assignment of Agency staff to a partner location, or
- the Agency to reimburse another federal, state or local government agency or private sector entity for any goods or services.

Associate Directors have the discretion and authority to determine the need to develop MOUs related to matters that are not specifically addressed or required in this Policy Statement.

IV. AUTHORITIES, SUPERSEDESURES, REFERENCES AND ATTACHMENTS

A. Authorities

5 U.S.C. § 301; Section 11233(b)(2) of the National Capital Revitalization and Self-Government Improvement Act of 1997, Pub. Law 105-33, 111 Stat. 712; D.C. Official Code § 24-1233(b)(2).

B. Policy Supersedures

None

C. Procedural or Other References

Records Management Policy Statement 1003

D. Attachments

Appendix A. General Procedures

Appendix B. Sample MOU Format and Recommended Content

APPENDIX A

GENERAL PROCEDURES

A. Development

1. A request to enter into an MOU may emanate from Agency staff, PSA or an outside entity.
2. Agency staff are responsible for submitting a timely written request to the appropriate Associate Director for determination of whether an MOU is required.
3. Within three (3) business days of receipt of the request, the Associate Director shall make the determination as to whether an MOU is required. Additionally, the Associate Director has the discretion to decide whether to proceed with the development of an MOU, except in cases in which Agency resources are committed and an MOU is required.
4. Should the Associate Director decide to pursue the MOU as the lead developer, he/she shall assign appropriate staff responsible for coordinating the development of an initial draft. The Associate Director shall notify electronically the Chief of Staff of the intent to pursue an MOU.
5. Should the Associate Director decide to pursue the MOU with another party as the lead developer of the MOU, the Associate Director shall assign appropriate staff to be responsible for coordinating the development of an initial draft in collaboration with the lead party. The Associate Director shall notify via e-mail the Chief of Staff of the intent to pursue an MOU.
6. A prospective partner may provide the initial draft of the MOU.

B. Format and Required Content

For guidance, see Appendix B (Sample MOU Format and Recommended Content).

C. Clearance

1. MOUs must undergo appropriate review prior to authorization and execution by the Director.

2. When CSOSA is the lead developer of the MOU, subsequent to the final review and approval by the initiating Associate Director(s) and the collaborating parties, the MOU shall be reviewed and approved as follows:
 - a. MOU clearance will be done electronically. Impacted Agency components shall review the MOU simultaneously. Additionally, the Office of Management and Administration shall review all MOUs to determine whether they affect the Agency's security, facilities, budget, finance or procurement functions. Agency components ordinarily will be given ten (10) business days to complete their review of a draft MOU and return comments. The Associate Director(s) shall be responsible for meeting this deadline.
 - b. Any substantive comments must be returned electronically (for example, as part of the message or as an attached file). Editorial or stylistic comments also should be submitted electronically in the same response. If a reviewing component is unable to return comments by the given deadline, a reasonable extension should be requested.
 - c. The issuing Agency component shall attempt to resolve all comments from the various reviewing parties within five (5) business days. In instances when an impacted Agency component has not responded within the given timeframe, the initiating Agency component shall provide notice that a non-response will be treated as a concurrence.
 - d. If the response to comments results in a significant change to the draft MOU, the issuing Agency component must re-circulate the revised draft to provide the reviewing components an opportunity to comment on the changes. The comment period for re-circulated drafts shall be five (5) business days. This version must also indicate changes from the version originally circulated using the 'Track Changes' tool in the Microsoft Word application.
 - e. The revised draft MOU shall be forwarded electronically to the Office of the General Counsel (OGC) for legal review. Within five (5) business days of receipt, the OGC shall forward electronically the draft MOU with any comments to the initiating Agency component. If the OGC comments require substantive revisions of the MOU, the initiating Agency component shall repeat the review process in the above section C.2.d.
 - f. When all comments are resolved, the initiating Agency component shall forward by hand the cleared draft of the MOU to the Director's office for approval, then to the Assistant Director for Employee and Labor Relations (ELR) or designee.

- g. Once ELR has determined that applicable notification and/or bargaining obligations have been met, ELR shall forward the MOU to the initiating Agency component.
 - h. The initiating Agency component shall forward the MOU to the partner(s) for their final review and execution.
 - i. If the partner(s) has further substantive revisions or comments, the initiating Agency component shall attempt to resolve them and forward electronically the MOU to the OGC for legal sufficiency review.
 - j. The OGC shall determine whether all legal issues are resolved and forward electronically the MOU to the initiating Agency component. The initiating Agency component will incorporate any revisions into the MOU and deliver the appropriate number of MOU copies to the partner(s) for execution. Once the initiating Agency component has received the executed MOU(s), they shall be forwarded by hand to the Director for execution.
 - k. In the event that the partner(s) has further substantive revisions or comments to the revised MOU, the process will continue in the manner stated in sections C.2.i. and j., until all substantive issues have been resolved.
3. When another party is the lead developer of the MOU, subsequent to the final review and approval by the responsible Associate Director(s) and the collaborating parties, the MOU shall be reviewed and approved as follows:
- a. MOU clearance will be facilitated through a central point of contact (POC) for the Agency who is assigned by the impacted Associate Director and shall be responsible for meeting all agreed upon deadlines.
 - b. MOU clearance will be done electronically. Agency components shall review the MOU simultaneously. Once a lead developer submits a draft through the POC, Agency components ordinarily will be given ten (10) business days to complete their review.
 - c. Impacted Agency component(s) shall review and comment on the terms of the MOU. This includes review by the collective bargaining unit as appropriate.
 - d. Any substantive comments must be returned electronically (for example, as part of the message or as an attached file) to the POC. Editorial or stylistic comments also should be submitted electronically in the same response. If a reviewing Agency component is unable to return comments by the given deadline, an extension should be requested.

- e. The designated POC shall attempt to resolve all comments from the various reviewing Agency components and send a unified response to the lead developer within five (5) business days.
- f. If the response to comments results in a significant change to the draft MOU, the POC must re-circulate the revised draft so that the reviewing Agency components will have an opportunity to comment on the changes. The comment period for re-circulated drafts shall be five (5) business days. This version must also indicate changes from the version originally circulated using the 'Track Changes' tool in the Microsoft Word application.
- g. The resulting revised draft MOU shall be forwarded electronically to the OGC for legal review. Within five (5) business days of receipt, the OGC shall forward electronically the draft MOU with any comments to the POC. If the OGC comments require substantive revisions to the MOU, the POC shall repeat the review process in section C.2.d. above.
- h. When all comments are resolved, the POC shall forward the revised draft to the lead developer. The POC will await receipt of a final, signed MOU from the lead developer and forward it by hand to the Director for approval and signature.
- i. In the event that the partner(s) has further substantive revisions or comments to the revised MOU, the process will continue in the manner stated in sections C.3. f. and g., until all substantive issues have been resolved.

D. Execution

The terms of the MOU shall become executable once it has been signed by all parties.

E. Records Management

1. Regardless of who is the lead developer of an MOU, the responsible Agency component shall ensure that a fully-executed original, along with the file documenting the development, clearance process and applicable modifications (documentation), are delivered to the Records Manager for filing.
2. The Records Manager shall forward a fully-executed copy of the MOU to Office of Information Technology (IT) for posting on the Agency Intranet.
3. Retention
 - a. MOUs with other government agencies and the related documentation shall be considered permanent records. These MOUs shall be retained on-site for ten (10) years after termination or expiration. Thereafter, these MOUs shall be timely and

systematically transferred to a designated storage site for permanent retention, in accordance with the Records Management Policy Statement 1003.

- b. MOUs with non-government parties and the related documentation shall be considered temporary records. These MOUs shall be retained on-site for three (3) years after termination or expiration. Thereafter, these MOUs shall be promptly disposed of in accordance with procedures provided in the Records Management Policy Statement 1003.

APPENDIX B

SAMPLE MOU FORMAT AND RECOMMENDED CONTENT

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COURT SERVICES AND OFFENDER SUPERVISION AGENCY
FOR THE DISTRICT OF COLUMBIA
AND
[PARTNER(S)]**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Court Services and Offender Supervision Agency for the District of Columbia (CSOSA) and [Partner(s)] (hereinafter collectively referred to as “the Parties”).

I. BACKGROUND

II. STATEMENT OF PURPOSE

III. TERMS AND CONDITIONS

A. CSOSA Responsibilities

[List relevant partnership responsibilities]

1. xxx
 - a. xxx
 - i. xxx

B. [Partner(s)] Responsibilities

[List relevant partnership responsibilities]

1. xxx
 - a. xxx
 - i. xxx

IV. MISCELLANEOUS

A. Effective Date

This MOU will become effective upon the date of the signature of the last of the principals representing each Party, and shall be evaluated ninety (90) days from the effective date and on a [e.g., quarterly, semiannual or annual] basis thereafter to determine its continued relevance.

B. Full Agreement and Merger

The terms and conditions of this MOU constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOU unless both Parties consent to vary or alter any provision of this MOU in a signed writing.

C. Modification

Modifications of this MOU shall be based upon the mutual agreement of the Parties and shall be made in writing as an addendum to this MOU.

D. Termination

Either Party may independently terminate this agreement upon written notice to the other Party, in which case the termination shall be effective [identify timeframe] [calendar or business] days after the date of the notice.

E. Controlling Regulations and Laws

Each Party understands that the provisions of this MOU are subject to applicable laws and regulations of the District of Columbia and the United States.

F. Publicity and Media

Publicity releases and/or media interviews in connection with the activities credited to this MOU shall not be undertaken by any Party without prior review and consent by the other Party's designated official responsible for public/media affairs.

G. Liability/Indemnification

Each Party is responsible for its own conduct under this MOU and retains immunity and all defenses available to it pursuant to federal law. No Party agrees to insure, defend, or indemnify another.

H. Anti-Deficiency Act

Nothing contained herein shall be construed to obligate the Court Services and Offender Supervision Agency or the District of Columbia Pretrial Services Agency to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

I. No Third-Party Beneficiary

This MOU shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this MOU.

J. Equal Opportunity Assurances

The parties to this MOU agree that they will not discriminate in their employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, or on the basis of any other classification protected under state or federal law. The parties to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and that such policies and procedures have been given to all employees and/or posted, as required by law. The parties to this MOU further certify that they are currently in compliance with all applicable federal and District of Columbia laws and regulations regarding these issues.

K. Dispute Resolution and Governing Law

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy. If the Parties cannot resolve their dispute through good faith negotiations, the Parties agree that in any legal action arising under this MOU, the laws of the District of Columbia or the laws of the United States shall apply and venue will be in the Superior Court for the District of Columbia or United States District Court for the District of Columbia.

L. Jointly Drafted

This MOU shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.

M. Notices

All notices shall be sent by the most expeditious means available, including but not limited to, facsimile, overnight courier, certified or registered mail to the addresses

set forth below. Any such notice shall be deemed delivered when received.

N. Points of Contact

[Each Party lists the designated points of contact for matters pertaining to the MOU.]

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the last date written below.

Court Services and Offender Supervision Agency for the District of Columbia:

Paul A. Quander, Jr., Director

Date

[Partner(s)]:

Name, Title

Date