

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
AND
THE OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA
AND
THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF COLUMBIA
AND
THE COURT SERVICES AND OFFENDER SUPERVISION AGENCY
FOR THE DISTRICT OF COLUMBIA
AND
THE DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
AND
THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS**

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 8 day of ^{February} ~~January~~, 2005, by and between the Superior Court for the District of Columbia, the Office of the Attorney General for the District of Columbia (OAG), the United States Attorney's Office for the District of Columbia (USAO), the Court Services and Offender Supervision Agency for the District of Columbia (CSOSA), the District of Columbia Pretrial Services Agency (PSA) and the District of Columbia Department of Public Works (DPW).

II. BACKGROUND

The need for this MOU arises out of the District of Columbia's effort to establish a relationship between the OAG, USAO, CSOSA, PSA and District agencies that offer community service opportunities. OAG, USAO, CSOSA, and PSA are participating in community court programs with the Superior Court for the District of Columbia. Similar programs in other cities have proven successful at reducing the number of quality-of-life offenses. OAG seeks to offer a community service diversion program to certain offenders charged with quality-of-life or minor traffic offenses. The USAO seeks to offer a community service diversion program to certain defendants charged with non-violent misdemeanors. Additionally, the Court seeks to order defendants adjudicated guilty of quality-of-life, minor traffic, or misdemeanor offenses to perform community service as part of their sentence. PSA supervises defendants charged with misdemeanors who agree to participate in community service as a condition of pretrial diversion. CSOSA supervises offenders sentenced to a term of community supervision with a condition to perform community service.

To provide meaningful resolution of these cases, certain defendants and offenders will be offered pretrial diversion in lieu of prosecution or monetary fines and convicted offenders will be ordered to make restitution to the community through performance of community service instead of monetary fines or jail time. The Community Court seeks to alleviate problems of prison overcrowding and recidivism through diversion and alternative sentencing. Furthermore, the Community Court seeks to increase police presence on the streets of the District of Columbia by reducing the need for officers to report to court for scheduled trials. Community service also benefits various departments of the local government as it provides them with additional human resources to perform some of the departments' governmental functions. To that end, defendants offered pretrial diversion or offenders sentenced to a term of probation with a special condition of community service will complement DPW's work crews throughout the District.

III. STATEMENT OF PURPOSE

The District of Columbia and victims of non-violent crimes need recompense from individuals who are charged with or sentenced for quality-of-life, minor traffic, and other non-violent offenses. The DPW agrees to offer community service opportunities so that these defendants/offenders may complete their community service requirements.

This MOU applies to those participants who have accepted diversion or been sentenced to perform community service at DPW through the Community Court. The agreement sets forth the terms and conditions under which DPW will accept community service participants referred by OAG, USAO and the Court. The agreement further establishes the details of labor, transportation, tools, and provision of performance information from DPW to the respective agencies.

IV. TERMS AND CONDITIONS

A. Program Description

1. OAG, CSOSA, and PSA shall coordinate with DPW the assignment of individuals referred to or ordered to complete community service. OAG will coordinate pretrial diversion participants charged with quality-of-life and minor traffic offenses. CSOSA will coordinate for persons sentenced on quality-of-life, minor traffic, and misdemeanor offenses, and PSA will coordinate for defendants under pretrial diversion for misdemeanor cases. DPW anticipates that it will be able to accommodate as many participants as are assigned. Participants in OAG's pretrial diversion program must complete diversion within the time period specified by OAG, which will not exceed six (6) months. Offenders sentenced to community service for quality-of-life and minor traffic offenses must complete their community service within their probationary period as specified by the Court. Participants in USAO's pretrial diversion must complete community service within four (4) months and sentenced misdemeanor offenders must complete community service within twelve (12) months unless otherwise specified by the Court.
2. DPW shall design and provide meaningful opportunities for individuals who are referred or ordered to perform court-ordered community service. These community service opportunities shall be coordinated through DPW's Street and Alley Cleaning Division only on Saturdays and Sundays. DPW will inform OAG, CSOSA, and PSA of available community service date(s) at least one week in advance of the scheduled dates.
3. The undersigned parties understand that the type of community service most valuable to DPW consists primarily of trash and debris removal from streets and alleys. Additional community service opportunities may be available depending on the needs of DPW's Street and Alley Cleaning Division.

B. Participant Eligibility

1. Physical Ability. OAG, CSOSA, and PSA shall assign only individuals to DPW who can physically and mentally perform the types of activities outlined above in the Program Description section of this MOU. OAG and PSA shall obtain a signed statement from pretrial diversion program participants acknowledging their ability to perform DPW community service work. CSOSA shall obtain a signed statement from sentenced offenders acknowledging their physical and mental ability to perform DPW community service work. Prior to a court order to perform community service, participants shall state on the record in open court their willingness and ability, i.e., physical and mental fitness, to participate in community service. If a community service participant affirms that she/he is physically and mentally able to perform the work and is found not able to perform the work once at the worksite, DPW will excuse the participant from performing and notify the appropriate agency; i.e., OAG, CSOSA, PSA.
2. Illness/Incapacitation. If a community service participant becomes ill or incapacitated at the reporting or work site, DPW shall excuse the participant from performing and notify the appropriate agency: i.e., OAG, CSOSA, PSA. If the community service participant appears to be under the influence of alcohol or an illegal substance, DPW shall excuse the participant from performing and notify the appropriate agency; i.e., OAG, CSOSA, PSA.
3. Attire. Community service participants shall be required to wear appropriate work attire. Long pants and work boots or shoes that completely cover the foot with no heel are the attire necessary to participate in community service. DPW also will provide safety apparel: e.g., work gloves, specific to the job. DPW reserves the right to refuse the participation of individuals whose attire may interfere with their ability to perform community service work; e.g., cut-off short pants, sandal footwear. If a participant reports for service inappropriately attired, DPW shall excuse the participant from performing and notify the appropriate agency: i.e., OAG, CSOSA, PSA.
4. Refusal. DPW reserves the right to refuse participation to anyone who is unwilling to participate, unable to perform physical labor duties, or who could compromise the health and safety of her-/himself, other participants, or DPW patrons and staff. In this case the DPW personnel agree to notify the appropriate agency; i.e., OAG, CSOSA, PSA.
5. Criminal History. OAG, USAO and PSA shall carefully review the criminal backgrounds of all potential pretrial diversion participants. CSOSA shall carefully review the criminal backgrounds of all offenders sentenced to community service by the Court. OAG, USAO, PSA and CSOSA shall not assign anyone with the following characteristics to perform community service at DPW.
 - a. Defendant has a current or pending sex offense as defined in D.C. Code §§ 22-4101 through 4124 (this does not include Solicitation for Prostitution or Solicitation for Lewd and Immoral Purposes) or a weapons offense except possession of a prohibited weapon classified as PPW (b) by D.C. Code § 22-4514(b).
 - b. Defendant's current charge is Maintaining a Bawdy House.
 - c. Defendant has a current or pending offense that is defined in D.C. Code § 23-1331 as a violent crime or dangerous offense (except drug offenses).

- d. Defendant has a prior conviction and/or post-sentence supervision within the past 5 years for a sex offense defined in D.C. Code §§ 22-4101 through 4124 (this does not include Solicitation for Prostitution or Solicitation for Lewd and Immoral Purposes), weapons offense (except PPW(b)) or, as defined in D.C. Code § 23-1331, a violent crime or dangerous offense (except drug offenses).

C. Reporting Site and Transportation

1. Reporting Site. Community service participants must report to 900 New Jersey Avenue, SE at 7:00 a.m. on the Saturday or Sunday of their scheduled service day(s). DPW will wait for a time period of fifteen (15) minutes for all community service participants to arrive. Any community service worker arriving after the fifteen (15) minute period will not be allowed to participate in the program that day. DPW reserves the right to refuse the participation of any individual who arrives after DPW work crews have departed the reporting site. DPW shall notify the appropriate agency; i.e., OAG, CSOSA, PSA, if a person is denied participation due to late arrival.
2. Transportation. Community service participants are responsible for their own transportation to and from the reporting site. DPW shall transport the community service participants from the reporting site to the work site and return. Community Service participants shall be returned to the reporting site at the conclusion of their shift, approximately 3:30 p.m.
3. Work Hours. A typical workday for community service participants shall occur between the hours of 7:00 a.m. and 3:00 p.m. However, DPW reserves the right to alter these hours depending on weather conditions and the nature of the community service project. DPW will notify the appropriate agency: i.e., OAG, CSOSA, PSA, immediately of any cancellations or changes in work hours. DPW also shall notify the appropriate agency of each participant's total number of completed hours per community service assignment.
4. Cancellation Notification. OAG, CSOSA, and PSA agree to notify DPW of a participant's cancellation at least one (1) business day in advance of a scheduled community service assignment.
5. DPW Primary Contacts. The Chief of the DPW Street and Alley Cleaning Division shall be the primary contact for DPW. Additionally, the Deputy Chief of the DPW Street and Alley Cleaning Division shall serve as a secondary point of contact.

D. Monitoring

The Community Service Log shall be used to identify community service participants for each assignment, and to monitor community service performance. The OAG, CSOSA and PSA shall furnish DPW with a copy of their agency's respective Log for each assignment one (1) business day prior to the assignment. DPW shall complete the Log for each assignment by recording the following performance information for each participant: attendance, total number of community service hours performed, and completion of service or failure to perform and the reason. DPW shall return the completed Logs to the respective agencies within two (2) business days.

E. Equipment

The DPW will provide tools and supplies necessary to perform all tasks. DPW will provide instruction, if necessary, in the use of the tools and supplies. All tools and supplies will remain with

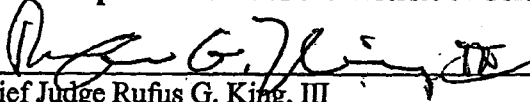
DPW at the completion of the shift.

V. MISCELLANEOUS

- A. **Agreement Evaluation.** DPW, OAG, USAO, CSOSA and PSA will evaluate this agreement ninety (90) days from the date this MOU is executed and every ninety (90) days thereafter to determine its continuance.
- B. **Ongoing Consultation.** DPW, OAG, USAO, CSOSA and PSA shall maintain a close liaison and consult, on at least a quarterly basis, on all matters pertaining to the MOU. Moreover, DPW, OAG, USAO, CSOSA and PSA shall work together in fulfilling the terms of this MOU.
- C. **Applicable Laws.** DPW, OAG, USAO, CSOSA and PSA shall comply with all applicable laws, regulations, and rules whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of DPW, OAG, USAO, CSOSA or PSA for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- D. **Modification.** Modification 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.
- E. **Termination.** This MOU may be terminated, in whole or in part, by any party hereto upon thirty (30) days advance written notice.

IN WITNESS WHERE OF: the parties hereto have executed this MOU as of the day and year written below.

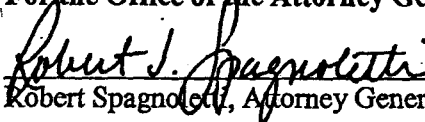
For the Superior Court of the District of Columbia:



Chief Judge Rufus G. King, III

1-12-05
Date

For the Office of the Attorney General for the District of Columbia:



Robert Spagnoli, Attorney General

1/31/05
Date

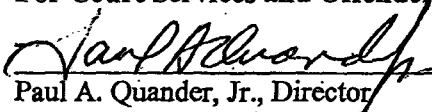
For the United State's Attorney's Office for the District of Columbia:



Kenneth L. Wainstein, United States Attorney

2/8/05
Date

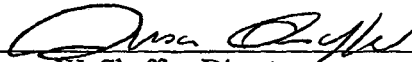
For Court Services and Offender Supervision Agency for D.C.:



Paul A. Quander, Jr., Director

1/12/05
Date

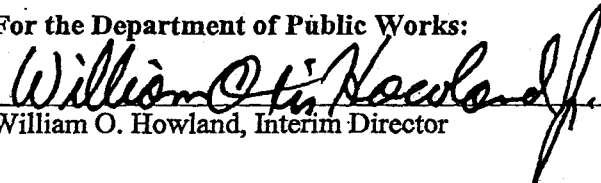
For D.C. Pretrial Services Agency:



Susan W. Shaffer, Director

1/12/05
Date

For the Department of Public Works:



William O. Howland, Interim Director

1-27-2005
Date