

MEMORANDUM OF UNDERSTANDING

PARTIES TO THE UNDERSTANDING:

The **County or City of Alexandria** hereinafter called the "Administrator and Fiscal Agent", entered into this understanding with the following office, department or board not a part of the local government, hereinafter called the "Implementing Agent":

Alexandria Office of the Sheriff

_____ Regional Jail

_____ Alcohol Safety Action Program [An ASAP established pursuant to § 15.2-1300 of the Code of Virginia and operating under an administrator or a joint board for the administration of services].

PURPOSE: Delegation of responsibility for carrying out grant supported services as follows:

Local Community-Based Probation and Pretrial Services	<input checked="" type="checkbox"/>
Local Community-Based Probation Services	<input type="checkbox"/>
Local Pretrial Services	<input type="checkbox"/>

The Administrator and Fiscal Agent understands and acknowledges its responsibility:

1. For compliance with all terms, conditions and assurances of the grant
2. For the management of all aspects of services and activities funded by the grant
3. For assuring proper fiscal management and accounting
4. For assuring that personnel supported with grant funds are:
 - a. hired
 - b. supervised, and
- c. evaluated in accord with the established employment and personnel policies of the Administrator and Fiscal Agent (county or city). [Not the policies of the "Implementing Agent"]
5. For supporting and assisting the Implementing Agent in the management of grant supported personnel and with the provision of services

The Implementing Agent understands and acknowledges that personnel supported with grant funds are hired, supervised and evaluated in accord with the Administrator and Fiscal Agent's established employment and personnel policies. The Implementing Agent may also assign office, department or board personnel to oversee, supervise and assist grant supported personnel in the daily operation of services.

SCOPE OF SERVICES:


The Implementing Agent will:


1. Comply with the Constitution of the United States, and the requirements of any relevant federal laws.
2. Comply with the Constitution of Virginia and all requirements established pursuant to the Code of Virginia related to the provision of Local Community-Based Probation Services and/or Pretrial Services and related laws
3. Comply with and follow the Standard Operating Procedures for services adopted by The Administrator and Fiscal Agent for the funds awarded for purposes of implementing a local pretrial services or community-based probation services agency pursuant to § 9.1-183
4. Comply with the financial management and purchasing requirements of The Administrator and Fiscal Agent
5. Comply with all Standards, regulations, guidelines, policies, data management and reporting requirements of the Department of Criminal Justice Services
6. Permit staff ready access, where applicable, to defendants and offenders that are required to have services
7. Permit access to defendant or offender records where permissible by law
8. Assist the Community Criminal Justice Board in the implementation of its duties according to law
9. Permit any audit requested by the Administrator and Fiscal Agent, the Department of Criminal Justice Services, or the state Auditor of Public Accounts
10. Cooperate with other criminal justice agencies and programs in the provision of services

PERIOD OF AGREEMENT: From July 1, 2020 through June 30, 2022 and renewable on a biennial basis subject to written mutual agreement.

SEVERABILITY: This agreement is severable by either party upon the provision of written notice of intent at the beginning of any calendar quarter and will be effective as of the last day of the quarter in which the notice has been given but no less than 90 days prior to the date of proposed termination of the agreement.

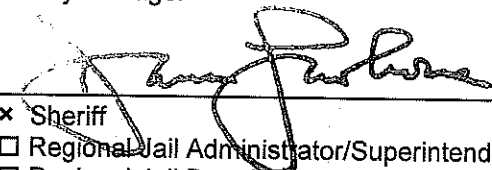
SIGNATURES OF PARTIES:

 Debra R. Collins, Deputy City Manager, FOR

 Mark B. Jinks, City Manager
County Administrator, Executive or County
or City Manager

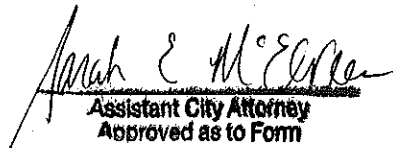
Date:

3/15/19

-  _____
- Sheriff
 - Regional Jail Administrator/Superintendent
 - Regional Jail Board of Authority Chairperson
 - ASAP Administrator or Joint Board Chairperson

Date:

3/7/19


Assistant City Attorney
Approved as to Form

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (MOU) is to document the understanding and delineation of responsibilities for the City of Alexandria and the Department of Criminal Justice Services (DCJS) to support and ensure the proper development, administration and maintenance of the Pretrial and Community Corrections case management system (PTCC). The use of the PTCC system is a requirement for receiving state grant funds for the operations of [the local Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA)] agency as mandated by the *Code of Virginia*. This MOU covers the following:

- Procurement, licensing and ownership of hardware and software
- Maintenance and administration of hardware and software
- Security and access allowances and restrictions
- Support roles and responsibilities
- Database backups

Each party will fund and be responsible for the cost of complying with their responsibilities under this MOU.

SCOPE OF SERVICES

The City of Alexandria understands and acknowledges its responsibilities as follows:

1. Comply with all terms, conditions and assurances of the state grant awarded under the Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA).
2. Provide and house the server that will store the DCJS licensed instance of the Microsoft Structured Query Language (SQL) Server software application and all required Local Area Network (LAN) and Wide Area Network (WAN) connectivity.
3. Administer and maintain the server excluding the DCJS licensed instance of the SQL Server and associated SQL software application.
4. Allow the DCJS PTCC helpdesk and developer to maintain server administrator accounts with 24/7 access.
5. Resolve all end user issues not related to PTCC and DCJS licensed instance of the SQL Server or associated SQL software applications.
6. Provide network connectivity for DCJS and local probation and pretrial staff to the SQL Server instance, the desktop via Remote Desktop Protocol (RDP), network shares related to PTCC and their related ports.
7. Ensure that the folder containing the daily backup files of the SQL Server databases is included in the normal local backup process with the other PTCC related contents of the server; backing up the PTCC databases and related content is solely the responsibility of the City. Notify the PTCC helpdesk of any missing or failed DCJS generated SQL Server database backups within 24 hours of discovery of failed backup.
8. Support and assist the local probation and pretrial services agency with server side support needs affecting DCJS' ability to access and manage PTCC or SQL when requested by the DCJS PTCC helpdesk excluding the DCJS licensed instance of SQL Server and associated SQL software applications.

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9. Provide a minimum of one month notice for any physical moves or hardware or network changes that impact the PTCC case management system or server.
10. Provide and maintain up-to-date and effective anti-virus, secure erasure, compression, and firewall software/hardware.
11. Provide and maintain up-to-date network security for the server which allows users and DCJS to access the server in the manner stated within this document.
12. Provide all computer equipment, software, and local networking and ensure compatibility with PTCC.
13. Provide the mandatory secure, 24/7 site-to-site Virtual Private Network (VPN) tunnel between local server and the DCJS offsite central servers through protocol and method as established by DCJS which includes the use of our Adaptive Security Appliance (ASA) and a local VPN router. This requires an always-on peer-to-peer connection between our central servers and the local server without additional applications or logins.
14. Enable DCJS to provide upgrades and enhancements that have been tested by DCJS and do not require additional testing to the SQL Server and PTCC case management system within a reasonable timeframe once DCJS notifies the local probation and pretrial services agency Director of any such upgrades or enhancements. For the purpose of this MOU, upgrades are changes that involve interaction and/or require some action or labor in the locality by the end user *and* requires DCJS to log on; enhancements are changes to existing reports/processes or new reports/processes that do not require any action by the locality and DCJS *may or may not* need to log on.
15. Ensure that the local parties responsible for complying with the stated obligations be notified via email or letter.
16. Permit DCJS to verify compliance with the terms of this MOU as a condition of grant funding. . If the City is out of compliance with the terms of this MOU, DCJS will notify the local probation and pretrial services agency Director and request a plan of action to comply. If the City does not take appropriate corrective action once notified of violations of the terms of this MOU, this noncompliance may result in freezing or termination of state grant funding.

The DCJS understands and acknowledges its responsibilities as follows:

1. Function as the party solely responsible for the development, administration, maintenance, management, access and support of the PTCC case management system, DCJS licensed instance of the SQL Server and associated SQL software applications.
2. Conduct scheduled backups of the SQL Server database and resolve all known failures to any DCJS generated backups as soon as practicable after notification by the City of failed backups.
3. Inform the local probation and pretrial services agency Director of planned outages and upgrades to SQL Server and PTCC case management system.

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- 4. Restrict accounts and access to SQL Server and related databases under the same license to DCJS personnel.
- 5. Permit access to defendant or offender records only where permissible by law.
- 6. Assist the Administrator and Fiscal Agent’s technology support staff in the implementation of its duties where permissible by law.
- 7. Purchase SQL Server license and make proof of licensure available upon request in order to satisfy local compliance.
- 8. Cooperate with other technology service providers in the provision of services at the request of the Administrator and Fiscal Agent.
- 9. If the City is out of compliance with the terms of this MOU, DCJS will notify the local agency probation and pretrial services Director and request a plan of action to comply. If the City does not take appropriate corrective action once notified of violations of the terms of this MOU, this noncompliance may result in freezing or termination of state grant funding.

PERIOD OF AGREEMENT

This MOU represents the understandings reached by DCJS and the locality and is effective upon the signature of both parties. This MOU automatically renews every two years as long as the City receives state funds for the operation of local probation and pretrial under the Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA) of the Code of Virginia unless DCJS or the City notifies, in writing, a need to modify terms of the MOU. Both parties must agree upon any modifications. This MOU is not intended, and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

This MOU shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the MOU shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

SIGNATURES OF PARTIES



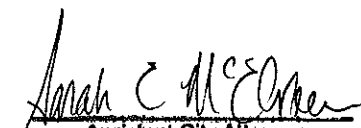
 City Manager

Debra R. Collins, Deputy City Manager, FOR
 - Mark B. Jinks, City Manager

Date: 3/15/19

 DCJS Director

Date: _____



 Assistant City Attorney
 Approved as to Form





Commonwealth of Virginia
Virginia Department of Criminal Justice Services

FY2020

Grant Application

Grant Program:	<i>Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA)</i>	Congressional District(s)	
Applicant:	City of Alexandria	Faith Based Organization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant Federal ID Number:	5460010300	Best Practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Jurisdiction(s) Served:	City of Alexandria (22301; 22302; 22304; 22305; 22311; 22313; 22314; 22320; 22331; 22332; 22333; 22334; 22350)		
Program Title:	<input type="checkbox"/> Community Corrections <input type="checkbox"/> Pretrial Services	Certified Crime Prevention Community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grant Period:	July 1, 2019 – June 30, 2020	DUNS NUMBER:	074853250
Type of Application:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation of Grant Number _____ <input type="checkbox"/> Revision of Grant Number _____		<input type="checkbox"/> Rural <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban

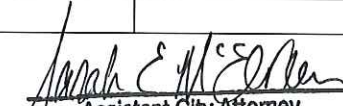
	Project Director	Project Administrator	Finance Officer
Name:	Desha Hall-Winstead	Mark B. Jinks	Kendel Taylor
Title:	Director	City Manager	Director
Address:	2003 Mill Road 1 st Floor	301 King Street Room 3500	301 King Street Room 1600
Include Zip + 4	Alexandria, VA 22314-4658	Alexandria, VA 22314-3211	Alexandria, VA 22314-3211
Phone:	(703) 746-4547	(703) 746-4300	(703) 746-3900
Fax:	(703) 838 3898	(703) 838-6343	(703) 838-4987
E-Mail:	desha.hall@alexandriava.gov	mark.jinks@alexandriava.gov	kendel.taylor@alexandriava.gov

Signature of Project Administrator:  Debra R. Collins, Deputy City Manager, FOR  Mark B. Jinks, City Manager

Brief Project Description:

Community-Based Probation and Pretrial Services carries out probation and pretrial functions for the local courts. The program works through its sworn officers, collaborations and partnerships with outside agencies to assist in making the criminal justice process effective by holding defendants/probationers accountable and enhance public safety.

Project Budget	DCJS Funds		Local Match	Total Requested
	Local Probation	Pretrial Services		
Personnel	\$218,749	\$196,577		\$415,326
Consultants	\$2,135	\$2,280		\$4,415
Travel	\$5,600	\$5,600		\$11,200
Equipment	\$7,175	\$7,755		\$14,930
Supplies/Other	\$19,620	\$17,534		\$37,154
Indirect Costs	-0-	-0-		-0-
Total Requested	\$253,279	\$229,746		\$483,025
Local Funds	\$93,750	\$84,243		
Fees	-0-	-0-		-0-


Assistant City Attorney
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