

MEMORANDUM OF UNDERSTANDING

Between The

**U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS,
COMMUNITY CAPACITY DEVELOPMENT OFFICE**

AND

**U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES,
ADMINISTRATION FOR CHILDREN AND FAMILIES,
OFFICE OF COMMUNITY SERVICES**

This Memorandum of Understanding (MOU) is entered into between the U. S. Department of Justice's Office of Justice Programs' Community Capacity Development Office (CCDO) and the U. S. Department of Health and Human Services' Administration for Children and Families, Office of Community Services (OCS).

I. Purpose of this Memorandum of Understanding

This MOU is entered into for the purpose of establishing a partnership between the United States Department of Justice's Community Capacity Development Office (CCDO) and the United States Department of Health and Human Services' Office of Community Services (OCS) to implement a joint effort to develop a national Assets for Independence Individual Development Account (IDA) demonstration initiative in Weed and Seed sites.

CCDO and the OCS are entering into this MOU to leverage their individual and combined resources and undertake the actions necessary to meet common goals. This MOU establishes the critical framework essential to meeting the challenges of today's low- to moderate-income populace who reside in Weed and Seed program areas. The partnership will emphasize greater coordination, leveraging of existing services and encourage community collaboration and outreach to assist low-income families to build assets. CCDO and the OCS, therefore, will continue to strengthen the quality of life for low-income families and contribute to the quality of life of shared constituents.

This partnership promotes asset building as a fundamental strategy for the neighborhood restoration component of individual Weed and Seed sites. The purpose of this partnership is to:

- Launch a joint OCS/CCDO National Assets for Independence IDA demonstration project in at least 10-15 Weed and Seed Communities based on the comprehensive Weed and Seed model that integrates public safety,

- social services, and economic development by July of 2006.
- Conduct an analysis of key-learnings and best practices for replication and/adaptation by the Weed and Seed network, the Assets for Independence grantee network and others in the economic development field.
 - Ensure that each project site in this demonstration will be designated for the purpose of homeownership; each demonstration site is expected to generate ten new homeowners in each Weed and Seed community.
 - Demonstrate that viable economic development and asset building are important for increasing community safety and achieving long-term family economic stability.

Besides the Assets for Independence program, the CCDO and OCS partnership will link low-income individuals and families to a combination of asset building opportunities including Volunteer Income Tax Preparation (VITA) Centers, OCS funded Earned Income Tax Credit Technical Assistance sites, financial literacy, and home ownership education.

II. Authority

This MOU is authorized in accordance with the general cooperative authority provided under the following Federal provisions: section 807 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3788 and the Assets for Independence Act, 42 U.S.C. § 604. Each of these Federal provisions provide for the relevant Federal agency to utilize other Federal, state and local agencies in providing goods or services when the requests are in the best interest of the government, and for authorizing the obligation and expenditure of program funds for programs and projects which are within the program authority of both the requesting and performing components, offices or bureaus of each participating Federal agency.

III. Description of the Partners

A. Community Capacity Development Office

The mission of the Community Capacity Development Office (CCDO) is to work with local communities to design strategies for deterring crime, promoting economic growth, and enhancing quality of life. CCDO helps communities help themselves, enabling them to develop solutions to public safety problems and to strengthen leadership to implement and sustain those solutions.

CCDO oversees Operation Weed and Seed, an Office of Justice Programs strategy which aims to prevent, control, and reduce violent crime, drug abuse, and gang activity in more than 300 targeted high-crime neighborhoods across the country. The strategy involves a two-pronged approach: law enforcement agencies and prosecutors cooperate in “weeding out” violent crime, while other partners focus on “seeding in” social services and neighborhood revitalization efforts.

This comprehensive, holistic approach to community building combines the best of law enforcement and community policing with prevention, intervention, treatment, and neighborhood restoration.

B. Office of Community Services

The mission of the Office of Community Services is to work in partnership with state, communities, and other agencies to provide a range of human and economic development services and activities which ameliorate the causes and characteristics of poverty and otherwise assist persons in need. The aim of these services and activities is to increase the capacity of individuals and families to become self-sufficient, to revitalize communities, and to build the stability and capacity of children, youth and families so that they become able to create their own opportunities.

The Office of Community Services currently administers 11 programs through a combination of block and discretionary grants. One of the programs is the Assets for Independence Program (AFI) which promotes financial literacy and asset building through encouraging participants to save money in an individual development account (IDA). The savings in IDA accounts are then matched. The savings can be withdrawn at the end of a project for the purchase of a home, applied toward educational expenses, or used to start a business.

C. Partnership Activities

This partnership will help ensure that neighborhood residents in Weed and Seed sites, many of whom are low-income, benefit from comprehensive coordinated and integrated asset building strategies that support working families and individuals. The goal is between 100-150 Weed and Seed site residents (10 residents in each of 10-15 sites selected for this demonstration) will save in an AFI IDA and use their accumulated savings to become home owners by September 2010.

IV. Duties and Responsibilities of CCDO

In the spirit of partnership, the following responsibilities of CCDO are delineated below. In furtherance of this partnership, CCDO agrees to participate directly in the following activities over the next five years. While certain responsibilities are shared by both parties, other responsibilities are carried out individually, as follows:

- A. CCDO will provide \$500,000 in Technical Assistance (TA) to assist organizations in at least fifteen Weed and Seed sites to develop COMPLETE Assets for Independence (AFI) applications to be submitted June 15, 2006.
- B. CCDO will work with OCS to facilitate planning meetings between OCS staff and

OCS technical assistance providers and CCDO staff, sites, and CCDO technical assistance providers. The purpose of these meetings will be to identify and establish the work plan and design of the demonstration project to meet the objectives of this MOU. Activities in the work plan and design will not exceed those which CCDO is authorized to conduct under its statutory authority (sthe specific provision can be inserted here).

- C. CCDO will provide training sessions on the asset building programs of OCS at its conferences for grantees to promote implementation of the partnership goals.
- D. CCDO will inform all applicable CCDO program managers, staff, U.S. Attorney's Offices, and Weed and Seed site coordinators, on the purpose and intent of this MOU.
- E. CCDO will provide OCS, Assets for Independence (AFIA) Program, with a list of all U.S. Attorney's Office liaisons, Weed and Seed Site Coordinators, and CCDO Program Manager contact information to facilitate coordination of Weed and Seed programs with existing asset building programs funded by OCS.
- F. CCDO will encourage Weed and Seed sites to develop asset building strategies and financial literacy as part of their overall neighborhood restoration component.
- G. CCDO will disseminate key learnings and best practices from the Assets for Independence IDA demonstration project to the Weed and Seed network.
- H. CCDO will promote the OCS partnership through articles in *In-sites*, a CCDO online publication, and post partnership information on the Web site.
- I. CCDO will promote this partnership, where possible and appropriate, to its other partners.
- J. CCDO will meet with OCS as necessary, quarterly at a minimum, to assess progress in meeting partnership goals and maintain ongoing communication to support and guide partnership developments.
- K. CCDO will provide a relationship manager (liaison) for OCS staff to coordinate activities under this MOU.
- L. CCDO will facilitate communications with community organizations, partners, and residents by providing communication materials best suited to communicate with the intended audience including alternative formats for persons with disabilities and translations in languages other than English.

V. Duties and Responsibilities of OCS

In the spirit of partnership, the following responsibilities of the OCS are delineated below. In furtherance of this partnership, the OCS agrees to participate directly in the following activities over the next year. While certain responsibilities are shared by both parties, other responsibilities are carried out individually, as follows:

- A. The OCS will work with CCDO to facilitate planning meetings between OCS staff and OCS technical assistance providers and CCDO staff, sites, and CCDO technical assistance providers. The purpose of these meetings will be to identify and establish the work plan and design of the demonstration project to meet the objectives of this MOU. Activities in the work plan and design will not exceed those which OCS is authorized to conduct under the Assets for Independence Act, 42 U.S.C. § 604.tion
- B. OCS will process all applications for AFI grants submitted by demonstration project sites in the same manner as it processes other applications for AFI grants. It will award grants to all applicants that receive sufficient scores following the AFI program application review panel process.
- C. OCS will support and provide training and technical assistance to all demonstration project sites that receive an AFI grant. The training and technical assistance will be available throughout the 5-year AFI grant project period and will be coordinated with other training and technical made available to and provided to AFI grantees.
- D. OCS will select and fund a national evaluator to assess the Assets for Independence Program.
- E. The OCS will inform all applicable ACF regional offices and programs of the purpose and intent of this MOU for the purpose of ACF and OCS strengthening coordination with this effort.
- F. The OCS will facilitate regional coordination through a regional liaison who will coordinate communication with the regional staff. The intent of the liason will be to strengthen communication with the regions because OCS does not have full time employees employed in the regional offices.
- G. The OCS will promote this partnership, where possible and appropriate, to its other partners.
- H. The OCS will meet with the CCDO as necessary, quarterly at a minimum, to assess progress in meeting partnership goals and maintain ongoing communication to support and guide partnership developments.

- I. The OCS will provide a relationship manager (liaison) for CCDO staff to coordinate activities under this MOU.
- J. The OCS will help facilitate communications with community organizations, partners, and residents by providing communication materials best suited to communicate with the intended audience including alternative formats for persons with disabilities and translations in languages other than English with respect to OCS programs.

VI. Partner Agreements

This MOU does not constitute a financial obligation or serve as a basis for any expenditure. To implement this MOU, each agency will utilize its own resources and expend its own funds pursuant to its own statutory authority. The parties identified in this MOU will meet as necessary, quarterly at a minimum, in order to accomplish the purposes of this MOU. The Director of CCDO and the Director of OCS each will keep the other informed, either directly or through designees, of any new program, activity, or project that may be initiated, or of any augmentation or revision of an existing program, activity, or project.

VII. Public Information Coordination

Public disclosure of certain information regarding activities conducted under this MOU will be subject to the Freedom of Information Act (5 U.S.C. § 552), as well as the Privacy Act of 1974 (5U.S.C. § 552a, as amended). Prior to disclosure of requested information, the parties shall consult regarding any such proposed disclosure. Releases (other than FOIA releases) to outside parties including the press, public announcements, and communication with the Congress concerning joint programs conducted under this MOU may be made jointly or by either agency following coordination with the other agency.

VIII. Period of the MOU

This MOU shall be effective as described from the last date of all signatures contained in this MOU and shall remain in effect for five fiscal years. It may be terminated by either party upon 90-day written notice to the other agency, pursuant to rules established below.

IX. Right to Terminate, Modify and Extend MOU Terms

Any of the participating agencies may, by written notice with at least 90 calendar days notification to each of the other agencies, terminate, modify, and/or extend this MOU, in whole or in part, when it is in the interest of that agency. Notices given under the MOU shall be in writing and may be transmitted by facsimile or electronic mail, provided the notice is also sent simultaneously by U.S. mail addressed to the specific points of contact established in this MOU.

X. Points of Contact

Each party shall have a point of contact to address programmatic aspects and issues of the National Assets of Independence IDA Demonstration Project. The points of contact are as follows:

For the Department of Justice, Community Capacity Development Office (CCDO):

Dennis Greenhouse, Director
Community Capacity Development Office
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW, 6th floor
Washington, DC 20531

Sonia Klukas, Community Partnerships Officer
Community Capacity Development Office
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW, 6th floor
Washington, DC 20531

For the Office of Community Services (OCS):

Josephine Bias Robinson
Director
Office of Community Services
901 D Street, S.W., Suite 500 West
Washington, DC 20447

James Gatz
Manager
Assets for Independence Demonstration Program
Office of Community Services
901 D Street, S.W., Suite 500 West
Washington, DC 20447
202-401-5284

XI. Effect

This MOU is an internal governmental agreement designed to improve the efficiency of government and does not confer any rights on any other party. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations in carrying out its statutory or regulatory duties. This MOU does not

limit or restrict either agency from participating in similar activities or arrangements with other entities.

Except as otherwise expressly provided herein, this MOU constitutes the entire agreement between the OCS and CCDO with respect to the matters set forth herein and supersedes any documents prepared before this MOU to the extent those documents may be inconsistent with this MOU. Nothing in this MOU precludes CCDO and the OCS from agreeing to amendments to this MOU.

XII. Signatures

OFFICE OF JUSTICE PROGRAMS

By: _____
Regina B. Schofield, Assistant Attorney General

Date: _____

By: _____
Dennis Greenhouse, Director
Community Capacity Development Office (CCDO)

Date: _____

OFFICE OF COMMUNITY SERVICES

By: _____
Josephine Bias Robinson, Director

Date: _____

By: _____

Date: _____