

Appendix 3. Sample Memorandum of Agreement (MOA)

MEMORANDUM OF AGREEMENT
[Neighborhood's Name] Weed and Seed Community
[Name of USAO District]
[City, State]

I. IN GENERAL

Weed and Seed is a program under the administration of the Community Capacity Development Office (CCDO) in the Office of Justice Programs (OJP), United States Department of Justice. CCDO assists states, units of local governments, neighborhoods, and community-based organizations in developing Weed and Seed Strategies under the authority of the Omnibus Crime and Control Safe Streets Act of 1968 (42 U.S.C. 3712 § 103 to 105).

II. PURPOSE

This initiative aims to prevent, control, and reduce violent crime, drug abuse, and gang activity. Its operative strategy incorporates a community-based, comprehensive multi-agency approach to law enforcement, crime prevention, and neighborhood restoration. It is designed for neighborhoods with persistent high levels of serious violent crime and corresponding social problems. Weed and Seed Communities are developed in partnership with many local organizations including the United States Attorney's Office (USAO) to reduce crime and improve the quality of life in a community. Partnering entities are required to primarily draw on and redeploy existing public and private resources in crafting problem resolution rather than focusing on limited discretionary federal grant funds.

The strategy recognizes the importance of involving community residents who are intimately familiar with local community conditions and community decisionmakers who have the responsibility, authority, and control of existing community public and private resources. These groups must work together in identifying and solving the problems in their neighborhoods. Actions pursuant also help to address related social problems that without proper intervention often lead to violent crime, drug abuse, and gang activity.

Recognizing that only with the redeployment of existing community resources can significant and sustainable change be achieved in consistently high-crime neighborhoods, the undersigned governmental and non-governmental agencies have embraced the common goal of significantly reducing violent crime and narcotics activity in the following community:

- [Name of target area – This section must state the geographical-jurisdictional boundaries of the program]

This initiative will consist of law enforcement operations and strong community engagement to suppress criminal activities, empower residents to build safer neighborhoods, and facilitate in the implementation of highly effective, sustainable restorative strategies.

III. PARTIES

A. A Steering Committee will be established to plan and implement intervention measures in the targeted community. The United States Attorney must serve as a voting member of the Steering Committee. Members of the committee will include at least one (1) representative from the following agencies, faith-based organizations, community-based organizations, corporations, and residents:

- [USAO District]
Representative's Name
Position at the Weed and Seed Steering Committee or Sub Committee
- [Applicant's agency name]
Representative's Name
Position at the Weed and Seed Steering Committee or Sub Committee
- Chair of the Steering Committee
- All others

IV. GENERAL UNDERSTANDINGS, AGREEMENTS, AND REQUIREMENTS

- A. All members of the Steering Committee will meet at a set date and time to be established at the convenience of its members, at least bi-monthly.
- B. Employees, volunteers and/or agents of non-governmental organizations may be required to submit to a criminal background check in accordance with the policy of the Office of Justice Programs, U.S. Department of Justice.
- C. The parties will be responsible for the creation and execution of their operations in the target areas.
- D. All parties will work to ensure that programs initially developed by the Steering Committee will be operationally transferred and integrated into existing public or private organizations as soon as possible—throughout the life of the project—to achieve sustainability and enable the Steering Committee to maintain its design, planning, and development functions.
- E. Due to investigative sensitivities, specific and detailed information relative to law enforcement operations, including individual suspects and targets, will generally not be shared outside of the law enforcement partnership. However, the Subcommittee will create and execute plans that seek to address problems identified by the inclusive Steering Committee.
- F. Neither Party to this MOA shall release information derived from the other Party to a non-participating third party without prior approval of the contributing MOA Party.
- G. All participating agencies will be required to submit progress reports to the Chairperson of the Steering Committee on a quarterly basis. This information is

needed to comply with the initiative's overall reporting requirements as well as to capture information for evaluation purposes.

V. SPECIFIC UNDERSTANDINGS, AGREEMENTS AND REQUIREMENTS

Weed Efforts

Law Enforcement

- A. The [Agency, non-profit, faith-based, neighborhood or private organization] agrees to provide the following: [List in bullet-style the specific resources, activities, collaboration, or contributions – including monetary, in-kind or other financial -- that the organization will be responsible for providing].

[Repeat the same clause for each Steering Committee member and partners, including residents, who will commit or provide resources for the Weed -- Law Enforcement effort as part of the Weed and Seed Strategy.]

Community Policing

- B. The [Agency, non-profit, faith-based, neighborhood or private organization] agrees to provide the following: [List in bullet-style the specific resources, activities, collaboration, or contributions – including monetary, in-kind or other financial -- that the organization will be responsible for providing].

[Repeat the same clause for each Steering Committee member and partners, including residents, who will commit or provide resources for the Weed -- Community Policing effort as part of the Weed and Seed Strategy.]

Seed Efforts

Prevention, Intervention and Treatment

- C. The [Agency, non-profit, faith-based, neighborhood or private organization] agrees to provide the following: [List in bullet-style the specific resources, activities, collaboration, or contributions – including monetary, in-kind or other financial -- that the organization will be responsible for providing].

[Repeat the same clause for each Steering Committee member and partners, including residents, who will commit or provide resources for the Seed -- Prevention/Intervention/Treatment effort as part of the Weed and Seed Strategy.]

Neighborhood Restoration

- D. The [Agency, non-profit, faith-based, neighborhood or private organization] agrees to provide: [List in bullet-style the specific resources, activities, collaboration, or contributions – including monetary, in-kind or other financial -- that the organization will be responsible for providing].

[Repeat the same clause for each Steering Committee member and partners, including residents, who will commit or provide resources for the Seed -- Neighborhood Restoration effort as part of the Weed and Seed Strategy.]

VI. MODIFICATIONS

This MOA may be modified at any time by written consent of all parties involved.

VII. EFFECTIVE DATE

This MOA is effective on [date of effectiveness] and is in effect until the project end date of [end date of the last projected activity in the implementation plan], or until otherwise modified.

VIII. SIGNATORIES

The undersigned have read and signed the Weed and Seed strategic plan [Attached as Attachment 1] for the District of [district]; and agreed to execute the objectives outlined in the plan that pertain to their agency.

The undersigned hereby execute this Memorandum of Agreement on behalf of their agencies, instrumentalities, organizations, corporations or groups.

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]

[Name of Authorized Official]
[Position of Authorized Official]
[Agency]