

MEMORANDUM OF UNDERSTANDING CREATING A
BALTIMORE CITY CRIMINAL JUSTICE COORDINATING COUNCIL

Whereas, the undersigned represent Baltimore City, the Judiciary, the State and Federal government agencies and organizations that have a role in the operation of the criminal justice system; and

Whereas, the undersigned recognize that the criminal justice system does not operate in isolation, that their own individual policies and procedures affect other members, and that discussion and cooperation lead to greater efficiencies and improved forms of justice; and

Whereas, these criminal justice agencies have a mutual interest in meeting collaboratively to identify, plan, and coordinate solutions for issues that exist and which may arise in the criminal justice system; and

Whereas, robust participation by executive-level officials, members of the judiciary, and other public safety partners is foundational to the Baltimore City Criminal Justice Coordinating Council (CJCC) and ensures the greatest impact;

IT IS THEREFORE BY WAY OF THIS MEMORANDUM OF UNDERSTANDING HEREBY ESTABLISHED A BALTIMORE CITY CRIMINAL JUSTICE COORDINATING COUNCIL:

1. The purpose of this MOU is to commit to the formation and operation of a Criminal Justice Coordinating Council and establish principles and guidelines for its work.
2. The undersigned commit their organization to participation in the Criminal Justice Coordinating Council. The members of the CJCC represented by the undersigned are:
 - a. Mayor, City of Baltimore
 - b. Circuit Administrative Judge, Circuit Court for Baltimore City
 - c. District Administrative Judge, District Court of Maryland, District 1
 - d. Governor of Maryland
 - e. Maryland Attorney General
 - f. State's Attorney for Baltimore City
 - g. Commissioner, Baltimore Police Department
 - h. District Public Defender, Baltimore City
 - i. Secretary, Department of Public Safety and Correctional Services
 - j. Deputy Director of Operations for the Division of Parole and Probation, Department of Public Safety and Correctional Services
 - k. Commissioner, Division of Pretrial Detention and Services, Department of Public Safety and Correctional Services

- l. Council President, Baltimore City Council
 - m. Federal Public Defender for the District of Maryland
 - n. Sheriff, Baltimore City Sheriff's Office
 - o. Secretary, Department of Juvenile Services
 - p. Director, Mayor's Office of Neighborhood Safety and Engagement
 - q. Clerk of the Court, Circuit Court for Baltimore City
 - r. Administrative Clerk, District Court of Maryland, District 1
 - s. Administrative Commissioner, District Court of Maryland, District 1
 - t. President and CEO, Behavioral Health System Baltimore
 - u. Private Defense Bar Representative, Bar Association of Baltimore City
 - v. Baltimore City Delegation Senator
 - w. Baltimore City Delegation Delegate
3. A member who holds membership by virtue of an elected or appointed position holds membership on the CJCC only during that member's term of office. Baltimore City Delegation Senator and Delegate members shall be appointed by the Mayor of the City of Baltimore and shall serve a two-year term. The Private Defense Bar Representative for the Bar Association of Baltimore City shall also serve a two-year term.
 4. CJCC members may designate up to two alternate individuals within their organization to represent them at CJCC meetings.
 5. The Mayor of the City of Baltimore, the Circuit Administrative Judge of the Circuit Court for Baltimore City, and the District Administrative Judge of the District Court of Maryland, District 1 shall be Co-Chairs of the CJCC.
 6. The undersigned agree that the mission of the CJCC is a coordinated effort of Baltimore City, the Judiciary, the State, and the Federal governments to meet collaboratively to identify, plan, and coordinate solutions for issues that exist and which may arise in the criminal justice system.
 7. Intergovernmental information-sharing, collaborative problem-solving, and strategic investments support the CJCC's work to quickly identify and address criminal justice issues systematically and effectively.
 8. Robust participation by executive-level officials, members of the judiciary, and other public safety partners is foundational to the CJCC and ensures the greatest impact. The Judiciary's participation is confined to activities concerning the law, the legal system, and the administration of justice.

9. The CJCC is advisory in nature and has no legal authority to order changes to the City's criminal justice system, but it may bring about changes through consensus by the participating entities.
10. The CJCC shall have bylaws that define the organizational structure and operation of the CJCC.
11. Workgroups and committees may be created within the CJCC to address complex, ongoing priorities and task specific initiatives. Agencies or individuals who are not members of the CJCC may be requested to participate in CJCC committees.
12. The CJCC shall meet every other month, or upon such occasions as the Chairs may deem necessary. Reasonable notice of the agenda, date, time, and place of such meetings shall be given.
13. Meetings of the CJCC shall be open to the public.
14. There shall be a Director of the CJCC to provide administrative support to the CJCC and any formed workgroups or committees.
15. Members of the CJCC may share data within the limits of their administrative restraints and will work towards data sharing agreements and methods of data sharing when appropriate that will allow system-wide analysis of criminal justice operations subject to limitations of applicable laws, regulations, policies, or Orders of the Court.
16. The CJCC members shall collaborate on creating a strategic plan that specifies the Council's priorities and core initiatives.
17. The CJCC shall publish an Annual Report of its activities for the previous calendar year.
18. This MOU shall not be altered, changed, or amended except by an instrument in writing signed by the parties after consideration and approval by the CJCC.
19. The effective date of this MOU shall be the date of the last signature and shall be in force from the effective date in perpetuity, provided however that the parties may mutually agree in writing to the termination of this MOU. It is further provided that any party, in its discretion, can withdraw from participation in the CJCC upon ten (10) days' notice to the CJCC.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

Signatories:

Mayor, City of Baltimore

Date

Circuit Administrative Judge, Circuit Court for
Baltimore City

Date

District Administrative Judge, District Court of
Maryland, District 1

Date

Governor of Maryland

Date

Maryland Attorney General

Date

State's Attorney for Baltimore City

Date

Commissioner, Baltimore Police Department

Date

District Public Defender, Baltimore City

Date

Secretary, Department of Public Safety and
Correctional Services

Date

Deputy Director of Operations for the Division of
Parole and Probation, Department of Public Safety
and Correctional Services

Date

Commissioner, Division of Pretrial Detention and
Services, Department of Public Safety and
Correctional Services

Date

Council President, Baltimore City Council

Date

Federal Public Defender for the District of Maryland

Date

Sheriff, Baltimore City Sheriff's Office

Date

Secretary, Department of Juvenile Services

Date

Director, Mayor's Office of Neighborhood Safety
and Engagement

Date

Clerk of the Court, Circuit Court for Baltimore City

Date

Administrative Clerk, District Court of Maryland,
District 1

Date

Administrative Commissioner, District Court of
Maryland, District 1

Date

President and CEO, Behavioral Health System
Baltimore

Date

Private Defense Bar Representative, Bar Association
of Baltimore City

Date

Baltimore City Delegation Senator

Date

Baltimore City Delegation Delegate

Date