

Appendix

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DISTRICT OF COLUMBIA COURTS AND U.S. DISTRICT COURT¹**

**Memorandum of Understanding for
Support of Continuity of Operations (COOP) Activities
Between the U.S. District Court for the District of Columbia
And the District of Columbia Courts
(March 3, 2004)**

I. Purpose

This mutual aid agreement between the U.S. District Court for the District of Columbia (USDC-DC) and the District of Columbia Courts provides a framework for cooperation between the two parties in the event of an emergency or unforeseen event that results in access or suitability problems to the work sites of key officials. Under this agreement, each organization will assist the other with space, telecommunications, information management, security, and other administrative support for individuals with responsibility for essential functions.

II. Definitions

Host Organization – the organization providing space and other assistance/support.

User Organization – the organization requiring space and other assistance/support.

III. Scope

- A. This agreement provides, but is not limited to, the identified assistance in cases where the host organization is not significantly affected by the incident or event requiring activation of the agreement.
- B. The time period of host organization support is not expected to last more than seven working days, during which the user organization is to acquire other space and support or negotiate an extended support arrangement with the host organization.

¹ Inserted with permission from the District of Columbia Courts

IV. Procedures

A. Availability of Space and Support

1. Each party to this agreement will work cooperatively to identify space, telecommunications, information management, security, and other administrative support necessary to support the temporary relocation of staff necessary to conduct essential functions. Such space and other support requirements will be documented in the attachment to this agreement and will be reviewed at least annually for accuracy and suitability. Attachments may be added at any time during the term of the COOP upon the mutual agreement of the parties
2. The Executive Officer of the District of Columbia Courts will immediately notify the USDC-DC Emergency Preparedness Coordinator (name deleted) of any situation that would significantly reduce the capabilities of the District of Columbia Courts to support the COOP, including the ability to fulfill requirements detailed in Attachment 1
3. The Clerk of the Court for the USDC-DC will immediately notify the Executive Officer of the District of Columbia Courts of any situation that would significantly reduce the capabilities of the federal Courthouse to support the COOP.

B. Activation of Space/Support

1. The USDC-DC Emergency Preparedness Coordinator (name deleted) or designee will promptly notify the Executive Officer of the District of Columbia Courts in the event that space is needed for USDC-DC COOP operations.
2. The Executive Officer of the District of Columbia Courts will promptly notify USDC-DC Emergency Preparedness Coordinator (name deleted) or designee in the event that space is needed for the District of Columbia Courts COOP operations.
3. During the period of activation, the host organization will provide good faith support to the user organization based on the requirements

outlined in the attachment. However, modifications to those requirements are to be expected based on the particular circumstances of the incident or event.

C. Reimbursement of Costs

1. No exchange of funds in advance of activation of support requirements will take place.
2. The user organization is responsible for reimbursing the host for reasonable costs associated with actual COOP operations. Such costs are to be limited to extraordinary expenses of the host organization, such as supplies, equipment, personnel costs above normal salaries and benefits, security, and utilities. The host organization is to provide the user organization with appropriate cost codes and other billing information as soon as practicable. Due to the highly variable circumstances under which support may be needed, calculation of cost estimates for this agreement is not practical.

V. Terms

- A. This agreement will be effective on the date of the last signature thereto and will continue until rescinded, upon 30 days written notice, by either party.
- B. The attachments outlining specific space, telecommunications, information management, and other administrative support is to be reviewed and renewed annually on the anniversary date of the agreement by the parties. The Executive Officer of the District of Columbia Courts and the Clerk of Court for the USDC-DC shall be responsible for that annual review.

For the US District Court for the
District of Columbia

For the District of Columbia Courts

Signature

Signature

Title

Title

Date

Date

Attachment 1

In the event of Court relocation, the U.S. District Court for the District of Columbia needs the following space, telecommunications, and support to conduct essential functions for a seven-day period.

- One office or conference room to establish a Command Center for the Emergency Relocation Team.
 - Power for several computers, printer, and fax machine.
 - Access to the Internet.

- One office for the Chief Judge and Clerk of Court to share.

- One courtroom with electronic equipment support.

Attachment 2

In the event of Court relocation, the District of Columbia Courts needs the following space, telecommunications, and support to conduct essential functions for a seven-day period:

- One office or conference room to establish a Command Center for the Emergency Relocation Team.
 - Power for several computers, printer, and fax machine
 - Access to the Internet
- One office for the Chief Judges, Executive Officer and Clerks of the Court to share
- Two courtrooms with electronic equipment support

SAMPLE ALTERNATE SITE MEMORANDA OF UNDERSTANDING**SAMPLE MEMORANDUM OF UNDERSTANDING BETWEEN
THE _____ (court) AND _____****Memorandum of Understanding for Emergency
Alternate Facility Space****Between the _____ (court)****And the _____ (court)****(Date) _____****I. Purpose**

This agreement between the _____ (court) and the _____ (court) provides a framework for cooperation between the parties in the event an emergency or disaster results in the inability to access court facilities. Pursuant to this agreement, each organization will assist the other with space, furnishings, telecommunications, information technology, security, and administrative support for the Emergency Response Team (e.g., advance team and those that perform essential functions).

II. Definitions

Host Court – the court that provides space and other support services.

Guest Court – the court/court office that requires space and other support services.

III. Scope of Agreement

- A. This agreement provides, but is not limited to, the identified assistance in cases where the host court is not affected by the emergency that precipitates the activation of this agreement.
- B. The time period of time the host court support is expected to last is less than _____ business days during which time the guest court will seek to acquire other more permanent facilities, or return to their original facility, or negotiate an extended support arrangement with the host court.

IV. Procedures

- A. Availability of Space and Support
 - 1. The parties agree to work cooperatively to identify space, telecommunications, information technology services and equipment, security, and other services necessary to support the temporary relocation of the Emergency Response Team to perform essential

functions. Space and other support requirements will be documented in an attachment to this agreement and will be reviewed and updated annually. The attachments may be modified at any time during the activation of this agreement and upon the mutual agreement of the parties.

2. The [court administrator] of the host court will immediately notify _____ of the guest court of any situation that may reduce the guest court's ability or capabilities to support the COOP plan activation of the guest court.

B. Activation of Space/Support

1. _____ of the guest court will promptly notify the [court administrator] of the _____ (host court) that the COOP plan was activated and alternate facilities are required.
2. During the period of COOP plan activation, the host court will provide support to the guest court based on the requirements outlined in the attachment. However, modifications to those requirements are to be expected based on the particular circumstances of the incident or event.

C. Reimbursement of Costs

1. No exchange of funds in advance of activation of support requirements will take place.
2. The guest court is responsible for reimbursing the host for reasonable costs associated with actual COOP operations. Such costs are to be limited to extraordinary expenses of the host organization, such as supplies, equipment, personnel costs above normal salaries and benefits, security, and utilities. The host court is to provide the guest court with appropriate cost codes and other billing information as soon as practicable.

V. Terms

- A. This agreement will be effective on the date of the last signature thereto and will continue until rescinded, upon 30 days written notice, by either party.
- B. The attachments outlining specific space, telecommunications, information management, and other administrative support is to be reviewed and renewed annually on the anniversary date of the agreement by the parties. The [name the position of the court representative] of the _____ (court) and the [name the position of the court representative] for the _____ (court) shall be responsible for that annual review.

For the _____ (court) For the _____ (court)

Date: _____

**JUDICIAL LEADERSHIP COMMITMENT
SAMPLE MEMORANDUM**

TO: Stakeholders

FROM: Chief Justice /Chief Judge

RE: Emergency Management Program

DATE: _____

In accordance with recommendations for the design and development of a Comprehensive Emergency management Program for the _____ and the regional offices, I asked (insert name), State Court Administrator, to form and lead a Emergency management Advisory Council (Council). (Insert name) will be responsible to ensure that the following steps are taken immediately, and that a draft program is submitted to me (Judicial Council) on or before _____, 2007:

1. Constitute an Emergency management Advisory Council (Council) comprised of key personnel/stakeholders from each court entity to serve as permanent members responsible for the development and maintenance of the program. The Council must define and publicize its mission; authority to operate; organizational structure, assignment of tasks, and timelines.
2. The program must contain prevention plans; preparation plans including individual court entity Continuity of Operations Plans (COOP plans); Response Plans; Recovery Plans; a Multi-year Strategy; and a Training Program.
3. Establish a mechanism to formally interface and communicate with state and local emergency management, law enforcement and first responder agencies, community members, the bar and public defender representatives.

JUDICIAL LEADERSHIP COMMITMENT
SAMPLE LETTER FROM CHIEF JUSTICE/CHIEF JUDGE TO
STAKEHOLDERS

Dear Colleagues:

(Insert name), at our/my request, has taken steps to strengthen our emergency management capacity to ensure our readiness to prevent, prepare for, respond to, and recover from a broad array of emergencies or disasters that would significantly disrupt court operations (name specific court).

It is important for the judiciary to have the capability to perform essential activities and functions without interruptions under all hazards and circumstances including those that are man-made, natural, or technological. It is also critically important that we coordinate efforts and plans within the court(s) and with the local community to ensure successful plan execution and personnel safety.

To help in these efforts, we hired the National Center for State Courts because of their expertise in state court emergency and security planning, critical infrastructure protection, and continuity of operations planning.

Beginning (insert date), we will assess resource requirements, the status of our business continuity plans, develop continuity of operations plans, receive training, and establish a strategy to implement a comprehensive emergency management program.

Shortly, (insert name) will contact key stakeholders to plan and prepare for the kick-off meeting and subsequent interviews. Many of you will have a critical role in the success of this very important initiative and we ask that you give (insert name) your full cooperation and support. Also, because time is limited, we ask that you adhere to the interview schedule prepared by (insert name). In the interim, should you have questions, please contact (insert name) at (insert phone number and email address.)

Sincerely yours,

Chief Justice/ Judge

JUDICIAL LEADERSHIP COMMITMENT
LETTER FROM CHIEF JUDGE TO ALL KEY STAKEHOLDERS

Dear Colleagues,

(Enter court administrator name), at my request, has taken steps to strengthen our emergency management capacity to ensure the court provides essential services during an emergency or catastrophic event, and to recover operations and return to normal as soon as possible. It is important for the judiciary to have the capability to perform essential activities and functions without unacceptable interruption under all circumstances and situations, including those that are human-caused, natural, or technological in nature. It also is critically important that we coordinate the efforts and plans within our courts.

Beginning in _____, 2007, and continuing through (____) we will establish a strategy to implement a comprehensive continuity of operations program, assess resource requirements, the status of our business continuity plans, develop continuity of operations plans, and develop and deliver a testing, training, and exercise program.

Shortly (court administrator name) will contact key stakeholders to plan and prepare for the kick-off meeting and subsequent interviews. Many of you will have a role in the success of this very important initiative and I ask that you give (court administrator) your full cooperation and support.

Sincerely yours,

Chief Justice/Judge

Sample COOP Plan Activation Checklist

Action (Sample Information)	√
Alert and Notification	
Upon receipt of a relocation alert from court security and following consultation with the chief justice/judge, the court administrator initiates appropriate notification by contacting the leadership of each court office. Notification may be via personal contact, telephone, email, or a combination thereof.	
Persons notified by the court administrator will, in turn, contact the members of their court components or office using their internal notification procedures e.g., broadcast email and or phone messages.	
The court administrator notifies local authorities that an emergency relocation is anticipated or is in progress.	
Post Alert & Notification	
Emergency Response Team ensures Go Kits are complete with current documents and equipment, and are ready to be moved to the alternate facilities.	
Documents required for the performance of essential functions will be readied for movement.	
All court offices immediately transfer the most current essential automated databases to the relocation site. To facilitate reconstitution, backup copies of all databases should be used for COOP plan activation operations	
All court offices implement normal physical security procedures for area(s) being evacuated.	
The sheriff's office takes appropriate measures to ensure security of the courthouse, equipment, or records remaining in the building and provide for judicial officer safety.	
Emergency Response Team	
The chief justice/judge or court administrator directs the deployment of the Emergency Response Team which consists of the Advance Team, the Leadership Group, and the Essential Function Team, and coordinates judicial officer safety with the sheriff's office.	
Members of these teams will have their Go Kits ready for movement at all times (or they are pre-positioned).	
Non-Emergency Response Team Personnel	
In the absence of guidance to the contrary, non- emergency response personnel present at the courthouse (or affected court facility) at the time of an emergency notification will be directed to proceed home or to other facilities to await further instructions.	

Sample COOP Plan Activation Checklist (Pg. 2)

Action (Sample Information)	√
Emergency Response Team at Alternate Site(s)	
Following arrival at the alternate facility, the court administrator or his/her designee orders the cessation of operations at the courthouse (or affected court facility).	
The court administrator will notify appropriate authorities that court operations shifted to the alternate facility.	
Upon arrival at the alternate facilities, the Emergency Response Team checks-in and receives further instructions from the court administrator/designee.	
The court administrator disseminates administrative and logistics information to the Emergency Response Team upon arrival.	
If the situation is expected to persist for an extended period, the court administrator/clerk of court requests the U.S. Postal Service (USPS) to forward mail to the alternate facility(s).	
Following activation and deployment of the Emergency Response Team, the court leadership may request additional personnel at the alternate facility or at other relocation facilities if necessary.	
Vital Records are accessible at the alternate site.	
Telecommunications and information systems support personnel shall maintain all necessary and up-to-date files, documents, computer software, and databases required to carry out essential functions.	
Go Kits: Office heads are responsible for providing guidance to their members on the contents of these kits, which may include items such as hard copy forms and documents, software, databases, publications, laptop computers, battery operated tape recorder, batteries, and communication devices.	
Go Kits should be pre-positioned at the alternate facilities and maintained at team members' residences because the Emergency Response Team may be at home when the activation order is received and access to the Go Kits may be difficult or impossible if they are stored at the courthouse or other court buildings.	
Telecommuting: the court administrator/clerk of court is encouraged to consider providing a capability for computer connectivity between personal residences of Non-Court Relocation Group members and the Emergency Response Team at the alternate facility when appropriate and/or feasible during COOP plan activation.	



Sample Alternate Site Checklists

Table 1 provides the court a means to identify locations, site managers, and assess the suitability of the alternate site(s).

Table 1: Alternate Site Assessment

Alternate Site Contact	
Name:	
Address:	
Office Phone:	
Fax Number:	
Advantages	Limitations

Table 2 may be helpful when visiting and assessing possible alternate sites.

Table 2: Illustrative Site Selection Criteria

Selection Criteria	Comments
1. Space required by Emergency Response Team	
2. Space needed for judicial officers	
3. Number of courtrooms	
4. Accessibility to public transportation	
5. Availability of and proximity to hotel accommodations	
6. Proximity to restaurants, grocery stores, banks, vendors, etc.	
7. Support availability (e.g., custodial, technical, subject matter experts)	
8. Site agreements or MOU required	
9. Activation timeframe relocation (e.g., 12 hours?)	
10. Budget requirements (e.g., costs for space, communications, utilities)	
11. Floor plans available	
12. Condition of facility (mechanical, structural, etc.)	
13. Physical security available	
14. Utilities (water, electric, gas, etc.) acceptable	
15. Handicap accessibility	
16. Furniture and furnishings availability	
17. Storage space available	
18. Employee and public parking available	
19. Renovations needed to space/cost?	

