

MEMORANDUM OF UNDERSTANDING

between

NEW YORK CITY DEPARTMENT OF PROBATION

and

NEW YORK CITY DEPARTMENT OF INVESTIGATION

This Memorandum of Understanding ("MOU") is made as of June 16, 2015 by and between the New York City Department of Probation ("DOP"), with offices located at 33 Beaver Street, New York, NY 10004, and the New York City Department of Investigation ("DOI"), with offices located at 80 Maiden Lane, New York, NY 10038, hereinafter together known as "the parties."

WHEREAS, DOP contributes to public safety by monitoring clients sentenced to probation through, *inter alia*, the provision of community-oriented rehabilitative services and by supplying Criminal and Family Courts with information and recommendations and by giving victims and their communities a voice in the justice process; and

WHEREAS, DOI has responsibility for investigating corrupt, criminal and unethical activity by the employees of agencies of the City of New York ("City") and by entities doing business with, or receiving funds from or through City agencies pursuant to Chapter 34 of the City Charter and Mayoral Executive Order 16, as modified by Mayoral Executive Orders 78 and 105 ("Executive Order 16"); and

WHEREAS, DOP has identified in its Annual Report to the Mayor on the Citywide Anti-Corruption Program ("Annual Report") certain potential corruption hazard areas, such as contract monitoring to ensure accountability, and verification of valid driver licenses; and

WHEREAS, DOP has in its Annual Report outlined risk mitigation efforts to counteract potential corruption hazards, and in a continuing effort to meet this goal, agrees to assign at least one Probation Officer on a Temporary Duty Assignment basis to DOI in order to assist DOI with investigations of corruption, criminal activity and unethical conduct within and relating to DOP, or other DOI matters as needed.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. From the date of execution of this MOU or as soon thereafter as is practical due to budgetary, personnel, or other concerns, at least one DOP Probation Officer (the "Officer(s)") shall be assigned on a temporary duty assignment basis ("TDY") to DOI and will work under the day-to-day supervision of an Inspector General or other DOI supervisor.

2. The Officer(s) assigned on a TDY basis shall make a commitment to the TDY assignment for a period of not less than two years.
3. Selection of the Officer(s) will be made by DOI. Recruitment of candidates for the TDY DOI Officer(s) vacancy will be done by DOP through interagency announcements. The names of all interested candidates will be forwarded to DOI for review. DOP will announce TDY DOI Officer vacancies as they become available.
4. The Officer(s) assigned to work at DOI pursuant to this agreement shall remain DOP employees and DOP personnel will retain authority over personnel, payroll, and labor relation matters relating to these employees except that DOI shall promptly provide DOP with any information necessary for those functions to be administered. Appropriate consideration will be given by DOP to any DOI request regarding employment matters related to the Officer(s), including but not limited to work schedules, discipline and approval of leave and overtime requests.
5. The Officer(s) shall agree that during the course of their TDY DOI assignment they will keep all sensitive information learned while at DOI strictly confidential and that it is the Officers' obligation to keep all the above referenced DOI matters strictly confidential after leaving DOI and returning to work for DOP or for any other employer.
6. The Officer(s), during the course of this assignment, shall be on the payroll of DOP. The Officer(s) are responsible for providing DOI with prompt timesheets to be endorsed by DOI and DOI is responsible for timely approving the timesheet to ensure the Officers' timely receipt of bi-weekly paychecks.
7. DOI assumes the responsibility of providing supervision of the Officer(s) during the course of the assignment including reviewing and deciding on the Officers' specific assignments, schedule, time and leave requests and overtime hours.
8. At any time during the assignment, if DOI determines that an Officer is not in compliance with the laws, rules and other policies and procedures applicable to employees of DOI, DOI in its sole discretion can take appropriate measures including the transfer of the Officer back to DOP.
9. Nothing in the agreement shall be deemed to limit the powers and duties of the DOP or DOI Commissioners.
10. To the maximum extent feasible, consistent with maintaining the integrity of an investigation and subject to confidentiality constraints imposed by law or necessary agreements with other law enforcement offices, DOI will keep the DOP Commissioner informed of any matter investigated where it is determined that there is a substantial likelihood of corruption or criminal conduct, or any matter where the investigation itself is

likely to impact substantially the operation of DOP or the timely procurement of necessary services, material, equipment or supplies. A determination of non-disclosure shall be made by DOI consistent with the standards set forth in §3(c) of Executive Order 105, which is an amendment of Executive Order 16.

11. This Agreement shall take effect upon execution and will remain in effect unless terminated by written mutual agreement or upon 30 days written notice by either of the parties. Should the Agreement be terminated by notice, the parties shall establish a plan for the termination that will avoid to the maximum extent practicable disruption to the work and to the employee affected.

AGREED:

NEW YORK CITY DEPARTMENT OF PROBATION

By: Ana M. Bermudez
Ana Bermudez
Commissioner

Date: 6/16/15

NEW YORK CITY DEPARTMENT OF INVESTIGATION

By: Mark G. Peters
Mark G. Peters
Commissioner

Date: _____