

## 7.MARYLAND JUDICIARY PROCUREMENT, CONTRACTS, AND GRANTS

### 7.2 MEMORANDUM OF UNDERSTANDING POLICY

#### A. Applicability

- (i) This policy applies to the Supreme Court of Maryland, the Appellate Court of Maryland, the District Court of Maryland, Offices of the Clerks of the Circuit Courts, the Administrative Office of the Courts, and Judicial Units to the extent required by Rule 16-801, except as stated in (ii).
- (ii) This Policy does not apply to the Attorney Grievance Commission and the Client Protection Fund but, pursuant to Maryland Rule 16-801(b), those two entities shall use this Policy as a guideline for their own Memorandum of Understanding practices.

#### B. Definitions

In this Policy, the following terms have the meaning indicated:

1. **Memorandum of Understanding (MOU):** A document that expresses mutual accord between two or more governmental agencies. An MOU must:
  - (1) identify the participating parties,
  - (2) clearly define the subject matter of the agreement and its objectives,
  - (3) summarize the essential terms of the agreement; and,
  - (4) be signed by the participating parties.
2. **Governmental agency:** An executive, legislative, or judicial agency, or a department, board, commission, authority, institution or instrumentality of the State, federal government, or a county, municipality, or other political subdivision of a state.
3. **MOU Manager:** Person who has the responsibility for the administration of the MOU in compliance with the MOU Policy and MOU Procedures Manual.
4. **MOU Partner:** Person or group which has the authority to acquire goods and/ or services and to ensure performance of the MOU.

#### C. Execution

The ultimate authority, determination, and applicability of a Maryland Judiciary MOU rests with the Chief Justice of the Supreme Court of Maryland, or designee. An MOU may not be used to subaward or create an agreement to expend federal funds. The selection of the MOU recipient should reflect the best interests of the Maryland Judiciary.

The total Not to Exceed (NTE) amount of the MOU shall determine which Judiciary signatures are required for approval:

1. Up to \$100,000 – Director of the Department of Procurement, Contract & Grant Administration (DPCGA), or designee; Managing Legal Counsel, or designee
2. Over \$100,000 and up to \$500,000 - Director of DPCGA, or designee; Managing Legal Counsel, or

designee; State Court Administrator, or designee

3. Over \$500,000 – Director of DPCGA, or designee; Managing Legal Counsel, or designee; State Court Administrator, or designee; Chief Justice of the Supreme Court of Maryland, or designee

An MOU must be fully executed in compliance with established MOU procedures prior to the start date. The MOU Manager responsible for the execution of the MOU shall be responsible to ensure the prudent use of public funds and accountability on the part of all involved parties.

## **D. Modification**

The Judiciary department responsible for administering the MOU shall submit any proposed modifications in writing to the DPCGA Grants Manager, including to the scope of work, the NTE Amount, extension to the term, or other material changes. The proposed modification request will be reviewed and, when appropriate, a modification to the MOU will be generated by DPCGA. The modification will be forwarded to the MOU Manager for distribution to the MOU Partner for review and signature. All modifications must be fully executed by the Judiciary prior to the commencement of any additional actions under the MOU. The total NTE value of the MOU, inclusive of any modifications, shall be used to determine the appropriate Judiciary signatories as described in C. above.

## **E. Waiver**

The Chief Justice of the Supreme Court of Maryland, or designee, has the sole authority to permit exceptions to, or to waive, any provisions to this policy.