

**INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN**

CLARK COUNTY, District Court,

AND

The City of Vancouver, a municipal corporation and first class charter city of Washington

AND

The City of Camas, a municipal corporation of the state of Washington

AND

The City of Washougal, a municipal corporation of the state of Washington

Program/Services Being Funded:	Veterans Therapeutic Court Prosecution Services
Interlocal Contract Period:	January 1, 2011 – December 31, 2013
Budget Authority:	\$75,000, plus expenses as set forth in Agreement

Vancouver Contract Manager	Vancouver Fiscal Contact	County Contract Manager	County Fiscal Contact
Christine Smith, Analyst (360) 487-8441 christine.smith@cityofvancouver.us	LaVonne Steiner, Accountant (360) 487- 8440 lavonne.steiner@cityofvancouver.us	Tim Podhora, Finance Mgr. (360) 397-2424 ext. 5643 Tim.Podhora@clark.wa.gov	Steffanie Haythornthwaite Grant Accounting Spec. (360) 397-2424 ext 5645 Steffanie.Haythornthwaite@clark.wa.gov
Camas Contract Manager	Camas Fiscal Manager	Washougal Contract Manager	Washougal Fiscal Contact
Lloyd Halverson City Administrator (360) 817-1541 lhalverson@ci.camass.wa.us	Joan Durgin, Finance Director (360) 834-2462 jdurgin@ci.camass.wa.us	Jennifer Forsberg, Finance Director (360) 835-8501 ext. 503 jforsberg@ci.washougal.wa.us	Jennifer Forsberg, Finance Director (360) 835-8501 ext. 503 jforsberg@ci.washougal.wa.us

This Interlocal Agreement consists of this Face sheet and the following exhibits which are incorporated into this Agreement by reference:

- Exhibit A - Special Terms and Conditions
- Exhibit B - Current edition of the Office of Justice Programs (OJP) Financial Guide
- Exhibit C - Bureau of Justice Assistance Special Conditions for project #2010-DC-BX-0097

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND BACKGROUND

- A. The purpose of this Agreement is to reduce to writing the terms and conditions for the utilization of the Vancouver's prosecution services by the County, Camas and Washougal, along with attendant administrative and support staffing for the implementation and operation of Clark County's Veterans Therapeutic Treatment Court.
- B. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between and among Clark County, Washington, a political subdivision of the State of Washington, ("the County") and the City of Vancouver, a municipal corporation of Washington, ("Vancouver"); the City of Camas, a municipal corporation of the State of Washington ("Camas"); and the City of Washougal, a municipal corporation of the State of Washington ("Washougal").
- C. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2. (Duration of Agreement). Its method of termination is set forth in Section 3 (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 4 (Compensation) and Section 5 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- D. Clark County by and through its District Court, (hereinafter referenced collectively as "County") received authority from the Clark County Board of Commissioners to apply for a grant from the U.S. Department of Justice's, Office of Justice Programs, Bureau of Justice Assistance (BJA) from solicitation #BJA-2010-2448, on February 9, 2010 in County staff report # 25-10. The County made a timely grant application submission for the purpose of implementing a Veterans Therapeutic Treatment Court. On September 3, 2010, the BJA issued grant award #2010-DC-BX-0097. The County submitted its formal acceptance of grant award #2010-DC-BX-0097 on September 16, 2010. The grant's project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts) and the official project title is: Implementation of a Veterans Therapeutic Court.
- E. Vancouver for its participation in the grant project of award #2010-DC-BX-0097 agrees to provide prosecution services along with attendant administrative support and support staffing for the implementation and operation of the Veterans Therapeutic Treatment Court.
- F. The parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to other parties.

2. TERM OF AGREEMENT

The term of this Agreement is for the period from January 1, 2011 through December 31, 2013.

3. TERMINATION OF AGREEMENT

Any party may choose to terminate this Agreement with or without cause by notifying the other parties in writing ninety (90) days prior to termination. The County agrees to reimburse the Vancouver for the cost of services provided through the date of termination of the Agreement.

4. THE COUNTY AGREES TO:

- A. Implement a Veterans Therapeutic Treatment Court under BJA's special conditions of acceptance for grant award #2010-DC-BX-0097 and in compliance with the current edition of the Office of Justice Programs (OJP) Financial Guide, as designated within the grant application and any BJA requested or approved changes.
- B. Develop and maintain a schedule of operations for the Veterans Therapeutic Treatment Court and provide the City with that schedule.
- C. Afford Vancouver status as member of the County's Veterans Therapeutic Treatment Court team including but not limited to being a voting member of the team and being notified of all team meetings and meeting agendas.
- D. Provide the Vancouver with reasonable advance notice of any BJA required or recommended regional and national training sessions where City personnel by virtue of their Veterans Therapeutic Treatment Court team status would be a BJA required or recommended attendee.
- E. Provide for the reimbursement of Vancouver's direct travel expense (airfare, shuttle, lodging and per diem) where a Vancouver employee by virtue of their participation on the Veterans Therapeutic Treatment Court team has attended BJA required or recommended regional or national training sessions in accordance with section 6 (B) below.
- F. Act as applicant/fiscal agent and be responsible for the performance and administration of Federal award #2010-DC-BX-0097. Develop and maintain initial Veterans Therapeutic Treatment Court eligibility criteria, with the advice of the Vancouver.
- G. Schedule regular staffing sessions for Veterans Therapeutic Treatment Court on a weekly basis or as otherwise necessary to meet caseload demands.
- H. Develop and maintain a Veterans Therapeutic Treatment Court Policies and Procedures Manual for program operation with the advice of Vancouver. The Veterans Therapeutic Treatment Court Policies and Procedures Manual must be submitted to BJA by the end of the first year of the grant period in order to be in compliance with this requirement.

- I. Submit quarterly Federal Financial Reports (SF-425), semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). The County acknowledges that failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- J. Cause to have the Vancouver Assistant City Attorneys assigned to prosecute cases in the Veterans Therapeutic Treatment Court cross-deputized as Deputy Clark County Prosecutors and facilitate with the cities of Camas and Washougal to have the Vancouver Assistant City Attorneys authorized to prosecute cases referred to the Veterans Therapeutic Treatment Court by those cities.

5. VANCOUVER AGREES TO:

- A. Designate certain Vancouver Assistant City Attorney(s) as members of the Veterans Therapeutic Treatment Court team.
- B. Provide prosecution services to handle cases referred to the Clark County's Veterans Therapeutic Treatment Court by Clark County, and the cities of Vancouver, Washougal and Camas, Washington.
- C. To the greatest extent practicable:
 - 1) Assign a lead Assistant City Attorney to the Clark County Veterans Therapeutic Treatment Court, who will consistently handle prosecutions; provided that other attorneys may be assigned as needed as back up during the absence of the lead attorney.
 - 2) Assign qualified and authorized Vancouver employees who are dedicated to the Veterans Therapeutic Treatment Court concept based on personal and professional interest in the program, interpersonal skills, knowledge and the willingness to learn fundamentals of the core concepts of a specialty court. The assigned staff should also grasp the complexity of mental health and/or substance abuse disorders, especially combat-related trauma.
 - 3) Make assignments to the Veterans Therapeutic Treatment Court for a minimum term of one year to ensure stability and continuity of day to day operations and to strengthen collaborative relationships within the Veterans Therapeutic Treatment Court.
- D. Provide the attendant supervisory, administrative and support personnel and services that are reasonable and necessary for the provision of such prosecution services for the Clark County's Veterans Therapeutic Treatment Court.
- E. Allow the Assistant City Attorney(s) designated as team member(s) of the Veterans Therapeutic Treatment Court to attend certain regional and national training sessions, subject to reimbursement of expenses pursuant to this Agreement.

- F. Comply with all reporting obligations required by the grant's terms in a timely manner.
- G. Provide City/Prosecuting Attorney services which conform to the Policies and Procedures Manual for Veterans Therapeutic Treatment Court program operations, once it is finalized.
- H. Cause assigned staff to:
 - 1) Comply with the referral eligibility standards prescribed by the Veterans Therapeutic Treatment Court
 - 2) Participate in regular staffing sessions for Veterans Therapeutic Treatment Court as a voting team member;
 - 3) Gather (as necessary) criminal histories, police reports, and/or lab reports for proper functioning of staffing sessions;
 - 4) Attend all Veterans Therapeutic Treatment Court proceedings and make recommendations for Veterans Therapeutic Treatment Court participant rewards, sanctions, progress, graduation and termination decisions on each participant; and,
 - 5) Complete weekly "order to appear and sanction" court orders as required.
- I. Maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Current edition of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars: [Administrative Requirements] A-102; [Cost Principles] A-87 (2 CFR Part 225); [Audit Requirements] A-133 (28 CFR Parts 66 and 70). The City further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19. Such accounting and financial records are to be retained for a minimum of six (6) years after the grant has been closed and be made available for review, upon request, to federal, state and County employees or their agents or officers. Review may occur at any time, even after six (6) years, if the records are still available.
- J. Not supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the City to fund programs within applicable BJA guidelines.
- K. Provide the County with progress reports, financial reports, and audit reports when required by the County in the form required by the County.
- L. Comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons.

6. CAMAS AND WASHOUGAL

A. Agree to:

- 1) Refer cases to the Clark County Veterans Therapeutic Treatment Court in accordance with the Policies and Procedures Manual for Veterans Therapeutic Treatment Court and its eligibility guidelines.
- 2) Cause to have the Vancouver Assistant City Attorneys assigned to prosecute cases in the Veterans Therapeutic Treatment Court cross-deputized as assistant city attorneys for Camas and Washougal and authorize the same to prosecute cases referred by Camas and Washougal to the Clark County Veterans Therapeutic Treatment Court.
- 3) Provide such reports as the County may require for compliance with the Federal award #2010-DC-BX-0097 and the Policies and Procedures Manual for Veterans Therapeutic Treatment Court and the Court's eligibility guidelines

B. The participation of Camas and Washougal in the Clark County Veterans Therapeutic Treatment Court is with the understanding that Camas and Washougal are not responsible for any local match or other funding for the court or for the costs of prosecution services provided for the court by Vancouver.

7. COMPENSATION

- A. Vancouver will be reimbursed by the County for its salary, wage and fringe benefit costs as documented within payroll records up to and not to exceed \$75,000.00 over the three (3) year term of federal award #2010-DC-BX-0097. Vancouver's draw down on the \$75,000 budget will not be restricted to a set amount per year within the grant's term. The real time draw down however should be managed to cover Vancouver's participation over the whole term. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Section 17 (Amendments) below.
- B. Notwithstanding any other provision of this Agreement, the County will either directly assume the expense for Vancouver's travel (airfare, shuttle, lodging and per diem) where City employees have been authorized by the County to attend BJA required or recommended regional or national training sessions, OR, the County will pay properly documented invoices for Vancouver's direct travel expense (airfare, shuttle, lodging and per diem) where City employees have been authorized by the County to attend BJA required or recommended regional or national training sessions. Regardless of how the travel expense for City employees attending BJA training under this agreement is handled, the budget for any such travel expense will be in addition to and above the \$75,000 budget cited in Subsection A above. In addition, the County will reimburse Vancouver for any direct local travel costs should prosecution

services for Washougal or Camas referrals require the presence of City staff in courts in those cities.

- C. The County will pay properly documented invoices within forty-five (45) days of the receipt of the invoice.
- D. The County has provided budgetary authority to compensate Vancouver at or within the aforementioned dollar limits. If the County's budgetary authority relating to this Agreement changes over the term, the County may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Section 17 below.

8. BILLING METHOD AND COMPENSATION

- A. To facilitate proper management of grant funding, Vancouver will bill the County on a quarterly basis for Vancouver's staff time spent on or in support of award #2010-DC-BX-0097 program activity.
- B. Billing invoices from Vancouver to the County will include sufficient back-up documentation to identify the by object detail by employee from general ledger reporting for the time within each pay period when grant program activity was accomplished. Vancouver shall provide backup documentation regarding quarterly billing invoices upon request of the County. Such documentation may include reconciliation with Vancouver's payroll system.
- C. The County will timely process Vancouver's billing invoices. Vancouver shall route its billing invoices to the County's Fiscal Contact as indicated on the Facesheet and Signature Page of this Agreement. The Clark County Auditor accounts payable section shall send payment to the attention of Vancouver's Fiscal Contact at P.O. Box 8995, Vancouver, WA 98668-8995. Vancouver and County fiscal contacts will be the primary points of contact between Vancouver and County for billing questions.

9. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Contract managers and fiscal contacts designated by the Clark County District Court Presiding Judge and Vancouver City Manager shall administer this Agreement. The initial contract managers and fiscal contacts are specified on the Face sheet and Signature Page of this Agreement. If different contract managers or fiscal agents are named by the parties during the term of this Agreement, the Clark County District Court Presiding Judge and Vancouver City Manager shall provide notice of such change at minimum in the manner prescribed in Section 15 of this Agreement. The designated contract managers and fiscal managers shall monitor service levels and budget provisions of this Agreement. On a monthly basis, the County and City contract managers and fiscal managers shall review service levels, service delivery, and expenses. During the term of this Agreement, the

respective contract managers and fiscal managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

The cities of Camas and Washougal shall also designate contract and fiscal contacts for this Agreement, shall be provided annual updates on the status of the Clark County Veterans Therapeutic Court and shall be consulted on any changes to the court which impact the handling of defendants referred to the Court by Camas and/or Washougal.

10. DISPUTE RESOLUTION

In the event of a dispute between the County, and Vancouver, Camas or Washougal regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Administrator and the city attorneys of Vancouver, Camas and Washougal, or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the District Court Presiding Judge and Vancouver City Manager, Camas City Administrator and Washougal Mayor, whose decision regarding the dispute shall be final as between the parties. The parties may agree to mediation at any time if they all consent in writing and agree to share expenses equally.

11. INDEPENDENT CONTRACTOR

Vancouver is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Vancouver and the County, Camas or Washougal or between any of employees of the County, Vancouver, Camas or Washougal. Vancouver shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Vancouver pursuant to this Agreement. Nothing in this Agreement shall make any employee of any of the parties an employee of any other party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

12. HOLD HARMLESS/INDEMNIFICATION

The parties agree to mutual indemnification and hold harmless as follows:

A. The parties agree to indemnify, defend, save and hold harmless one another and their respective officials, officers, employees, volunteers and agents, from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of,

or in connection with, or incident to, their respective negligent acts or omissions arising out of, or in connection with, or incident to their performance under this Agreement.

B. In the event that any suit based on such a liability, demand, claim, or cause of action is brought against one or more parties, the other parties retain the right to participate in said suit if any principal of public law is involved.

C. This indemnity and hold harmless shall include any claim made against any party by an employee of another party, even if the employing party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the party against whom the employee brings suit. The parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that this section shall provide the broadest scope of indemnity permitted by law.

D. **COMPARATIVE NEGLIGENCE.** Notwithstanding the foregoing, to the extent that liability arises from the comparative negligence of any of the parties, the costs, fees and expenses in connection therewith shall be shared between the parties in proportion to their relative degrees of negligence.

E. **ATTORNEY FEES/COSTS.** With regard to attorney's fees and costs, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

13. ASSIGNMENT/SUBCONTRACTING

No party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other parties. Vancouver shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of the other parties.

14. NO THIRD PARTY BENEFICIARY

The parties do not intend by this Agreement to assume any contractual obligations to anyone other than one another. The parties do not intend that there be any third-party beneficiary to this Agreement. This Agreement shall not create any rights in any party not a signatory hereto.

15. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To Vancouver:

CONTRACTUAL ISSUES

LaVonne Steiner
City of Vancouver
610 Esther ST
P O Box 1995
Vancouver WA 98668-1995

OPERATIONAL ISSUES

Christine Smith
City of Vancouver
610 Esther ST
PO Box 1995
Vancouver WA 98668-1995

To the County:

CONTRACTUAL ISSUES

Clark County District Court
Attention: Tim Podhora
P.O. BOX 9806
Vancouver, Washington 98666-8806

OPERATIONAL ISSUES

Clark County District Court
Attention: Shauna McCloskey
P.O. BOX 9806
Vancouver, Washington 98666-8806

To Camas:

CONTRACTUAL ISSUES

City of Camas
Attention: Lloyd Halverson
616 NE 4th Ave.
Camas, Washington 98607

OPERATIONAL ISSUES

City of Camas
Attention: Lloyd Halverson
616 NE 4th Ave.
Camas, Washington 98607

To Washougal:

CONTRACTUAL AND OPERATIONAL ISSUES

Donald English
Washougal City Attorney
English, Lane, Marshall & Vanderwood, PLLC
12204 S.E. Mill Plain Blvd., Suite 200
Vancouver, WA 98684

The name and address to which notices shall be directed may be changed by any party by giving the other parties notice of such change as provided in this section.

16. WAIVER

No waiver by any party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

17. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

18. COMPLIANCE WITH LAW

All parties shall comply with all laws applicable to the implementation of this Agreement as provided by federal, state or local law or regulation.

19. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

20. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

The parties agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and the cities of Vancouver, Camas and Washougal. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on Vancouver's website, each such duplicate original shall constitute an agreement binding upon all parties.

21. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

22. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary. The parties do not intend to create any obligations express or implied other than those set out in this Agreement.

EXHIBIT B
Current edition of the Office of Justice Programs (OJP) Financial Guide

EXHIBIT C

Bureau of Justice Assistance Special Conditions for project #2010-DC-BX-0097



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 3, 2010

Chairman Mark Boldt
Clark County
1300 Franklin Street
P.O. Box 5000
Vancouver, WA 98666-5000

Dear Chairman Boldt:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Adult Drug Court Discretionary Grant Program: Implementation in the amount of \$350,000 for Clark County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kerri Vitalo Logan, Program Manager at (202) 353-9074; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Laurie Robinson".

Laurie Robinson
Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 3, 2010

Chairman Mark Boldt
Clark County
1300 Franklin Street
P.O. Box 5000
Vancouver, WA 98666-5000

Dear Chairman Boldt:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

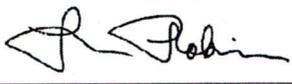
cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Clark County 1300 Franklin Street P.O. Box 5000 Vancouver, WA 98666-5000		4. AWARD NUMBER: 2010-DC-BX-0097	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013	
1A. GRANTEE IRS/VENDOR NO. 916001323		6. AWARD DATE 09/03/2010	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Implementation of a Veterans Therapeutic Court		10. AMOUNT OF THIS AWARD \$ 350,000	
		11. TOTAL AWARD \$ 350,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark Boldt Chairman, Board of Commissioners	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B DC 80 00 00 350000		21. JDCUGT3082	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 4

PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

SPECIAL CONDITIONS

8. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
9. Recipient agrees to submit a written strategy describing the jurisdiction's plan for sustaining the drug court program after Federal financial assistance has ended. The sustainability plan must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
10. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
11. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
12. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2010-DC-BX-0097 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DC-BX-0097

AWARD DATE 09/03/2010

SPECIAL CONDITIONS

14. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
15. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
17. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
18. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
19. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.
20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Clark County

The purpose of the Drug Court Discretionary Grant Program is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- 3) A renovation that will change the basic prior use of a facility or significantly change its size.
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- 5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2010-DC-BX-0097

PAGE 1 OF 1

This project is supported under 42 U.S.C. 3797u(a) (BJA - Drug Courts)

1. STAFF CONTACT (Name & telephone number)

Kerri Vitalo Logan
(202) 353-9074

2. PROJECT DIRECTOR (Name, address & telephone number)

Tim Podhora
Department Finance Manager
P.O. Box 9806
Vancouver, WA 98666-8806
(360) 397-6119 ext.5643

3a. TITLE OF THE PROGRAM

BJA FY 10 Adult Drug Court Discretionary Grant Program: Implementation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Implementation of a Veterans Therapeutic Court

5. NAME & ADDRESS OF GRANTEE

Clark County
1300 Franklin Street P.O. Box 5000
Vancouver, WA 98666-5000

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2013

9. AMOUNT OF AWARD

\$ 350,000

10. DATE OF AWARD

09/03/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of the Drug Court Discretionary Grant Program (42 U.S.C. 3797u et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders. The FY 2010 Adult Drug Court Discretionary Grant Program will provide grant funds to jurisdictions to implement or enhance a local drug court or to improve, enhance, expand, or financial support drug court services statewide.

Clark County will use the grant funds to implement a Veterans Therapeutic Court to assist non-violent misdemeanor offenders who have served in the armed forces of the United States with a coordinated substance abuse and/or co-occurring treatment strategy to help in successful reintegration into the community. By creating a Veterans Therapeutic Court, the goal is to divert identified veteran offenders into a judicially monitored hybrid drug and mental health court program by

offering a comprehensive system of care which promotes public safety, sobriety, and reducing recidivism. With partnerships of state and federal departments of Veterans Affairs and other local veterans' organizations, the county will achieve their goals in helping this underserved population get the treatment, education, housing, and ancillary recovery services needed for long-term stability and reallocate resources in order to reduce overall costs within the county's criminal justice system. The grant funds will assist with the expense of drug court operational staff for prosecution, defense, judicial assistance, and para-professional program support staff necessary to create a separate court calendar for a Veterans Therapeutic Court including overtime pay for law enforcement accompaniment for field visits. The grant will offset the travel and registration expense to attend nationally sponsored drug court trainings, office supplies, and a professional services contract for program process and performance evaluation.

CA/NCF

SIGNATURE PAGE

Clark County, by and through its District Court, hereinafter referred to as the "County," and the City of Vancouver, a municipal corporation of the State of Washington hereinafter referred to as "Vancouver," the City of Camas, a municipal corporation of the State of Washington, hereinafter referred to as "Camas," and the City of Washougal, a municipal corporation of the State of Washington, hereinafter referred to as "Washougal," enter into this Interlocal Agreement by signing below:

FOR CLARK COUNTY:



Bill Barron, County Administrator

4/21/11

Date

FOR CLARK COUNTY DISTRICT



Presiding Judge

4/20/11

Date

Approved as to Form:

By: 

Lawrence Watters
Deputy Prosecuting Attorney

FOR CAMAS:

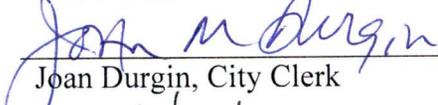


Paul Dennis, Mayor

4/15/11

Date

ATTESTED:



Joan Durgin, City Clerk

4/15/11

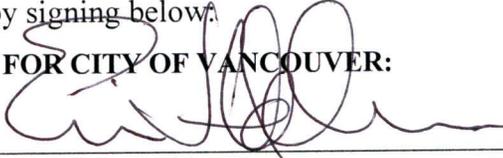
Date

Approved as to Form:

By: 

Roger Knapp, City Attorney

FOR CITY OF VANCOUVER:

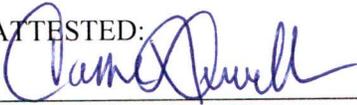


Eric Holmes, City Manager

4.22.11

Date

ATTESTED:

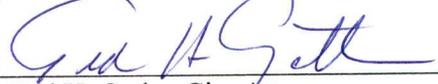


Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

5/9/11

Date

Approved as to Form:

By: 

Ted H. Gathe, City Attorney

FOR WASHOUGAL:

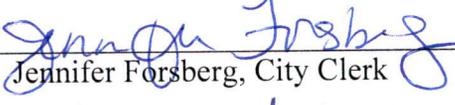


Sean Guard, Mayor

April 14, 2011

Date

ATTESTED:



Jennifer Forsberg, City Clerk

April 14, 2011

Date

Approved as to Form:

By: 

Don English, City Attorney