

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**CIRCUIT COURT FOR THE CITY OF ALEXANDRIA**  
**AND**  
**OFFICE OF THE COMMONWEALTH'S ATTORNEY FOR THE CITY OF**  
**ALEXANDRIA**  
**AND**  
**DEPARTMENT OF COMMUNITY AND HUMAN SERVICES FOR THE CITY**  
**OF ALEXANDRIA**  
**AND**  
**OFFICE OF PROBATION AND PAROLE FOR THE CITY OF ALEXANDRIA**  
**FOR THE**  
**ALEXANDRIA TREATMENT COURT ("ATC")**

- I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement (hereinafter Agreement) is made by and between the Circuit Court for the City of Alexandria, the Office of the Commonwealth's Attorney for the City of Alexandria ("OCA"), the Department of Community and Human Services for the City of Alexandria ("DCHS"), and the Office of Probation and Parole for the City of Alexandria ("OPP").
- II. PERIOD OF AGREEMENT:** This Agreement shall become effective upon signature of all parties and shall continue through December 31, 2020, at which point it will automatically renew for an additional one (1)-year term(s) until terminated by any party in accordance with the termination provisions herein.
- III. PURPOSE:** The purpose of the ATC is to provide an opportunity for adults diagnosed with substance use disorder who are charged with a felony offense in Alexandria related to their use of illegal substances to receive intensive treatment and services. Successful completion of the ATC results in more favorable judicial disposition of the participant's criminal case. The purpose of this agreement is to outline the roles and responsibilities of the various parties.
- IV. ATC ADVISORY COMMITTEE:** The ATC Advisory Committee is hereby established pursuant to Va. Code § 18.2-254.1 (G). This committee shall

ensure quality, efficiency, and fairness in the planning, implementation, and operation of the ATC. The committee shall consist of the signatories to this memorandum (or his/her designee) and any other persons that the committee subsequently accepts into membership. Additional initial members will be the Public Defender for the City of Alexandria, a designee of the Alexandria Police Department, a designee of the City Manager, the Chief Magistrate for the City of Alexandria, and the Clerk of the Circuit Court for the City of Alexandria. The ATC Advisory Committee will meet at least once per quarter to review statistics and address any issues of concern that arise in the management or operation of the ATC.

## **V. RESPONSIBILITIES OF THE PARTIES:**

### **A. The Circuit Court agrees to:**

1. Assign a single judge to act as the ATC judge. Other judges may serve in a substitute capacity as needed, but the parties' intention is to have a single judge be responsible for this role in order to develop expertise in this area, promote inter-agency relationships, and to ensure continuity and consistency in treatment for ATC participants.
2. Have the ATC judge serve on the ATC Advisory Committee.
3. Have the ATC judge work with the Advisory Committee to ensure compliance with the National Association of Drug Court Professionals' best practice standards as they relate to this judicial function. The ATC judge will also work with the Advisory Committee where plausible to attend training in the operation of a treatment court.

### **B. The DCHS agrees to:**

1. (Contingent on receiving funding from the applicable federal grant), hire a ATC therapist, who will provide the therapeutic and other comprehensive services for the program for up to 20 participants at any time.
2. Be responsible for supervision of the therapist and will provide him or her with the necessary office space and equipment to do his or her job.
3. Have the therapist serve as a member of the ATC Advisory Committee.
4. Have the therapist attend the weekly meetings of the ATC.
5. Have the therapist provide screening services for potential applicants and work with the drug court coordinator in accordance with the procedures established by the ATC advisory committee to determine eligibility for potential participants.
6. Have the therapist work with the ATC coordinator to ensure that full statistics are maintained and reported regarding ATC performance and recidivism rates.

### **C. The OCA agrees to:**

1. (Contingent on receiving funding from the applicable federal grant), assign a senior level prosecutor to act as drug court coordinator and have responsibility for the prosecutor of all drug court related tasks.
  2. Have the ATC coordinator be responsible for convening the ATC Advisory Committee and being responsible for compiling and reporting all statistics relevant to the federal grant.
  3. Have the ATC coordinator develop proposed handbooks and appropriate forms for the operation of the ATC.
  4. Have the ATC coordinator work on identifying future areas of growth and other funding opportunities for the ATC to ensure sustainability.
  5. Have the ATC coordinator provide training to defense attorneys, police officers and other groups interested in the ATC or those individuals who might identify potential participants in the ATC.
  6. Have the ATC coordinator ensure compliance with all screening deadlines including the provision of discovery as outlined by the ATC Advisory Committee.
  7. Have the ATC coordinator responsible for the administrative needs of the ATC.
  8. Have the ATC coordinator serve as a member of the ATC Advisory Committee.
  9. Have the ATC coordinator work with the Advisory Committee to ensure compliance with the National Association of Drug Court Professional's best practice standards as they relate to the operation of this program. The ATC coordinator will also work with the Advisory Committee where plausible to attend training in the operation of a treatment court.
- D. The OPP agrees to:
1. Assign a probation officer who will have primary responsibility for supervising ATC participants.
  2. Have that probation officer attend the weekly meetings of the ATC.
  3. Have the probation officer serve on the ATC Advisory Committee.
  4. Have the probation officer coordinate with the therapist to ensure appropriate delivery of services and supervision of ATC participants as outlined in the processes adopted by the ATC Advisory Committee.
  5. Conduct and monitor drug screens for ATC participants.
  6. Monitor employment and education requirements for ATC participants.
  7. Advocate for incentives and sanctions for participants using evidence based practices to address positive and no-compliant behavior.

**VI. FUNDING:** The primary funding of the ATC during the two years of this agreement is from the federal grant from the Bureau of Justice Assistance as supplemented by the in-kind contributions of time/resources from agency participants. The ATC coordinator will be responsible for reporting requirements for the grant and for identifying other potential sources of revenue to ensure program sustainability when the grant expires.

**VII. TERMS AND CONDITIONS**

- A. APPLICABLE LAWS AND COURTS:** This Agreement shall be governed in all aspects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. All parties shall comply with all applicable federal, state and local laws, rules and regulations.
- B. CONFIDENTIALITY:** All parties agree to work to ensure that participant's confidentiality is maintained. The ATC Advisory Committee will develop privacy guidelines to ensure that participant information is only shared where it is necessary for operation of the program.
- C. MODIFICATION OF AGREEMENT:** Written modifications to this Agreement shall be issued upon mutual agreement of all parties. All modifications to this Agreement are not binding unless made in writing and signed by all parties.
- D. SEVERABILITY:** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect in accordance with its terms.
- A. TERMINATION OF AGREEMENT:** All parties reserve the right to terminate the Agreement, in part or in whole, by providing written notice sixty (60) days in advance of termination to all other parties. This agreement shall be reviewed on an annual basis and will be automatically extended for an additional year if no party submits the required sixty (60) day written notice of termination.
- NON-DISCRIMINATION CLAUSE:** The parties agree that no program participant shall be denied access to services provided under this Memorandum due to race, sex, religion, sexual orientation, gender identity or national origin.

**IN WITNESS THEROF,** the parties hereto have executed this as of the date of the last signatory.

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**Kate Garvey, Director**

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**Date**

**Department of Community and Human Services**

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**Hon. Lisa B. Kemler**

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**Date**

**Chief Judge, Circuit Court for the City of Alexandria**

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**Bryan L. Porter**  
**Commonwealth's Attorney**

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**Date**

DRAFT

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**Alfreda Shinns**  
**Office of Probation and Parole**

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**Date**

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