

## MEMORANDUM OF AGREEMENT

Regarding Administration of the Charlottesville/Albemarle Therapeutic Docket  
Pursuant to OES Virginia Behavioral Health Dockets Grant Program

**THIS AGREEMENT** is entered into this 30 day of September 2025 by and between the City of Charlottesville, Virginia (hereinafter the "City"), and Offender Aid and Restoration (hereinafter "OAR") to provide funding and services for the operation and administration of the Charlottesville/Albemarle Therapeutic Docket (hereinafter "Docket").

**WHEREAS**, the parties hereto desire to facilitate funding and staffing of the Docket, which is administered by OAR; and

**WHEREAS**, the Supreme Court of Virginia, Office of the Executive Secretary (hereinafter "OES") is willing to provide funding through the Virginia Behavioral Health Dockets Grant Program for the services being provided to persons through the Docket; and

**WHEREAS**, the administrators of the Docket desire for the City to serve as their fiscal agent with respect to state funding allocated for the Docket and to provide certain other assistance to facilitate the staffing and continued funding of the Docket; **NOW, THEREFORE**,

### WITNESS:

In consideration of the mutual premises set forth within this Memorandum of Agreement, the undersigned parties do hereby set forth their agreement as follows:

1. Term. The term of this Agreement shall be for ten months, commencing on July 1, 2025 (hereinafter "Commencement Date") and continuing through June 30, 2026.
2. Appropriations. This Agreement, and each party's obligations hereunder, is expressly made contingent upon the availability and appropriation of public funds to support performance of the Agreement.
3. Funding Provided by OES. The parties acknowledge and understand that state funding for the Docket (total grant amount: \$78,150.09) shall be received by the City and administered by the parties as follows:
  - a. Funding for the Docket, through general fund appropriation(s) made to OES, shall be provided as follows: (i) for OAR, an amount not less than \$78,150.09, payable to the City, as fiscal agent for the Docket, in four quarterly installments. Requests for funds shall be submitted to OES by the City according to the OES approved schedule. Quarterly reimbursements are to be received by the City and disbursed to OAR. Invoices from OAR are due to the City by the 10<sup>th</sup> of each month or the following Monday if the 10<sup>th</sup> falls on a weekend.

- b. Docket Services. This contract shall implement the conditions of the Statement of Grant Award and the Statement of Grant Award Special Conditions for the OES Behavioral Health Dockets Grant. This contract may remain in effect beyond the specified term, provided OES grant funds are available in subsequent fiscal years and provided the contract is not terminated by one of the parties as outlined in paragraph 7 of this Memorandum of Agreement.
    - c. Designation of Fiscal Agent. OAR specifically and expressly designates the City as their fiscal agent for receipt, administration and disbursement of the funding which is the subject of this Agreement.
4. Obligations of Docket. Both parties to this Agreement agree to cooperate fully with the other party to ensure that the conditions attached to and made a part of the grant award are complied with in the administration of the Docket. The parties to this agreement shall together be responsible for timely preparation and completion of all reports required by the grant conditions; upon request by a party preparing any such report(s), the other party shall provide necessary statistical, budgetary, financial or other information necessary to complete a required report.
5. Obligations of the City. The City shall provide the following:
  - a. Fiscal Agent services, to receive, to disburse to OAR, and to account for funds received from OES for the operation and administration of the Docket, in accordance with this Agreement;
  - b. Documentation and follow-up, regarding funds received from OES, as required by OES and the administrators of the Docket;
  - c. Cooperation with Docket staff and administrators in connection with the preparation of quarterly fiscal reports on expenditures and quarterly financial requests for funding;
6. Notice and Other Communications. Any notice, report, request, correspondence or other communication(s) required or provided in connection with this Agreement shall be in writing and shall be deemed given when actually received by the addressee. Notices to the City shall be addressed as follows: Attention: Samuel Sanders, Jr, City Manager, P.O. Box 911 City Hall, Charlottesville, VA 22902. Fax: 434-970-3890. All correspondence or other communications shall be cc'd to Gail Hassmer, Chief Accountant at the same address as above.
7. Termination of Agreement. Either party may terminate this Agreement at any time, for its convenience and/or for lack of available or appropriated funding, by giving thirty (30) days advance written notice to the other.
8. No Discrimination. Each party hereto agrees that in the provision of services contemplated by this Agreement, it will not discriminate on the basis of race, religion, color, sex, handicap, national origin, or any other basis prohibited by law. Further, during the performance of this contract, each party agrees that it will not discriminate

against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the party. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of a party hereto, the party will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

9. Drug Free Workplace. During performance of this contract, each party agrees as follows: (i) to provide a drug-free workplace for the party's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the party's workplace, specifying the actions that will be taken against employees for violations of such prohibition; and (iii) to state in all solicitations or advertisements for employees placed by or on behalf of the party that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance by a party of services in connection with this Agreement, where employees at such sites are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.

10. Entire Agreement. This document sets forth the complete understanding of the parties hereto.

**IN WITNESS WHEREOF**, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement:

**City of Charlottesville:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Offender Aid and Restoration of Charlottesville-Albemarle, Inc.**

By: W. M. Crockett

Title: Executive Director