



Department of Justice



Office of Justice Programs

EMBARGOED UNTIL 4:30 P.M. EDT
WEDNESDAY, APRIL 13, 2016

OFFICE OF COMMUNICATIONS
CONTACT: JOAN LAROCCA (202) 307-0703

Bureau of Justice Assistance Awards \$2 Million to Implement and Enhance Community Courts

Center for Court Innovation selects 10 sites nationwide

Washington – The U.S. Department of Justice’s Bureau of Justice Assistance (BJA) today announced they have awarded \$2 million to the Center for Court Innovation to fund 10 sites to implement or enhance a community court. The Center for Court Innovation is making the funds available, through a grant from BJA, under the 2016 Community Court Grant Program.

“Community courts help make communities safer and hold offenders accountable, while simultaneously helping to build public trust in the justice system,” said Denise O’Donnell, Director of the Bureau of Justice Assistance, as she announced the winners today at the Community Justice Summit 2016 in Chicago, IL. “The Bureau of Justice Assistance is proud to support the growing movement of community courts,” she said.

Each selected site will receive \$200,000 as well as technical assistance from the Center for Court Innovation to implement or enhance a community court. Community courts respond to lower level crimes by ordering offenders to pay back the communities they’ve harmed through visible community service projects—for example, painting out graffiti, beautifying neighborhood parks, and cleaning up litter and debris from public streets. At the same time, community courts link offenders to services designed to help them address the underlying issues fueling their criminal behavior, such as drug and alcohol treatment, mental health services, job training, and public benefits. Nationally, research has shown that the community court model can reduce crime and substance use, increase services to victims, reduce unnecessary use of jail, save money, and improve public confidence in justice. BJA received over 70 applications from jurisdictions across the country and after a rigorous peer review process, these 10 applicants were selected for funding:

Cleveland Municipal Court, OH

Philadelphia Mental Health Care Corporation, PA

Las Vegas Township Justice Court, NV

Dallas County Public Defender’s Office, TX

City and County of Honolulu Prosecuting Attorney’s Office, HI

City of Olympia, WA

City of Eugene, OR

City of Jersey City, NJ

Circuit Court of Cook County, IL

City of Spokane Municipal Court, WA

For more information about the community court model, go to:
www.courtinnovation.org/topic/community-court.

For more information about the Bureau of Justice Assistance, please visit www.bja.gov.

About the Office of Justice Programs (OJP)

OJP, headed by Assistant Attorney General Karol V. Mason, provides federal leadership in developing the nation's capacity to prevent and control crime, administer justice and assist victims. OJP has six components: the Bureau of Justice Assistance; the Bureau of Justice Statistics; the National Institute of Justice; the Office of Juvenile Justice and Delinquency Prevention; the Office for Victims of Crime and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering and Tracking. More information about OJP can be found at www.ojp.gov.

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June 17, 2016

City of Olympia
900 Plum St. SE
Olympia, WA 98507
Attn: Judge Scott Ahlf

Dear Judge Ahlf,

We are pleased to confirm the appointment of the City of Olympia as a subcontractor (“Sub-Awardee”) to the Center for Court Innovation (the “Center”), a project of the Fund for the City of New York (the “Fund”), in connection with the 2016 Community Court Grant Program for the implementation or enhancement, as the case may be, of a community court project. The funding (the “Funding”) under this subcontract (the “Subcontract”) is supported by grant # 2015-DC-NY-K002 from the U.S. Department of Justice, CFDA #16.738, and the Sub-Awardee was selected following a nationwide, peer-reviewed solicitation process.

1. Services: Sub-Awardee will provide the services, in accordance with the proposal application attached and labeled **Annex A**, to implement the community court project (the “Project”) described in Annex A. Such services include without limitation the training and supervision of its own staff, coordination functions for development of the Project, collaborative activities with Project partners, and participation in technical assistance activities with the Center, all as further described in Annex A.
2. Persons in Charge:
 - (a) The Center identifies Julius Lang, Director of Training and Technical Assistance, or his designee, as the member of the Center’s staff who will have primary responsibility within the Center to supervise and coordinate the Center’s rights and responsibilities hereunder with regard to the Center’s provision of technical assistance for the Project and payment of the Funding.
 - (b) Sub-Awardee identifies Judge Scott Ahlf, Municipal Court Judge for the City of Olympia, as the member of its staff who will have primary responsibility to supervise and coordinate the performance of the Project, and to collaborate with the Center in the receipt of technical assistance.
 - (c) Sub-Awardee identifies Maryam Olsson, Court Administrator, as the primary point of contact on behalf of Sub-Awardee for fiscal matters. Substitution of said person(s) shall be made only with the approval of the Center. Failure to make such person(s) available to the extent necessary to perform the activities to implement the Project skillfully and promptly shall be a material violation of the terms of this Subcontract.

3. Term: (a) Sub-Awardee's appointment will run from July 1, 2016 to June 30, 2018, unless this Subcontract is (i) terminated at an earlier date by thirty (30) days written notice to Sub-Awardee from the Center; provided however, that any such termination notice will have been preceded by notice of intention to terminate with a 30-day opportunity to cure any breach hereunder, or (ii) extended in writing by an amendment signed by both parties.
 - (b) In the event of such termination, Sub-Awardee shall immediately cease the provision of all services hereunder, and the Center shall be liable to Sub-Awardee only for the services actually performed up to and including the effective date of the termination.
4. Compensation: As compensation for services, the Center will pay Sub-Awardee a total maximum amount of Funding not to exceed \$200,000 in accordance with the budget attached and labeled **Annex B**. Notwithstanding any provision to the contrary in this Subcontract, if for any reason the U.S. Department of Justice or its Bureau of Justice Assistance (together, "BJA") shall not make available to the Center any portion of the Funding, the Center shall be under no obligation to make any disbursements to Sub-Awardee in excess of a prorated portion of the Funding that the Center actually receives from BJA for the Project. The failure of the Center to receive any portion of the Funding from BJA shall be deemed to be the failure of an essential condition for the Center's obligations under this Subcontract. Sub-Awardee shall have no claim or cause of action or commence any proceeding against the Center or BJA arising out of the failure of BJA to provide all or any portion of the Funding to the Center.
5. Invoicing & Payment: (a) Sub-Awardee shall submit to the Center a report of actual expenditures as compared to budgeted expenditures ("Invoice/Expense Statement"), no later than thirty (30) days following the close of each calendar quarter. Each Invoice/Expense Statement shall include a narrative explanation of any variances that exceed 10% of the budgeted amount. A sample Invoice/Expense Statement is attached and labeled **Annex C**. The Center shall review the invoices and supporting documentation as required, and may disallow for payment any charges which were not rendered, documented and/or authorized in accord with the terms of this Subcontract, or for failure to deliver any required service, deliverable, or work product. Failure to submit invoices in accordance with the provisions of this Subcontract may result in the termination hereof by the Center.
 - (b) The Center will disburse Funding in quarterly installments provided that (a) the funds are made available to the Center pursuant to the Subcontract, and (b) Sub-Awardee has submitted all Invoice/Expense Statements required under this Subcontract. However, for the work performed during the quarter ending September 30th, an estimate of expenses must be provided in writing by the third business day of October. Invoice/Expense Statements will be payable under Net 30 day terms and should be mailed to the attention of the Fiscal Department at the Center for Court Innovation, 520 Eighth Avenue, 18th Floor, New York, NY, 10018.
6. Reporting: Sub-Awardee shall provide to the Center: (a) quarterly reports no later than ten (10) days following the close of each calendar quarter, briefly describing the Project and Sub-Awardee's activities relating thereto, and accounting for Funding expenditures made by Sub-Awardee during such period, in such form and containing such detail as may be reasonably acceptable to the Center and (b) such additional information or reports relating to the Project as the Center may reasonably request from time to time. A sample programmatic reporting template is attached and labeled **Annex D**.

7. Assurances: Sub-Awardee hereby represents and warrants that it has received and reviewed the terms and conditions of the Cooperative Agreement (grant 2015-DC-NY-K002) attached hereto and labeled as **Annex E**, including without limitation the Special Conditions attached thereto. As a recipient of Funding hereunder, Sub-Awardee agrees that all the work or services provided under this Subcontract shall be in full compliance with the terms of the Cooperative Agreement, and that Sub-Awardee shall provide to the Center all information and documentation needed for reporting under the Federal Funding Accountability and Transparency Act (FFATA).

8. Independent Contractor Status: (a) Sub-Awardee and any of its agents and employees involved in the Project shall be deemed at all times to be an independent contractor, and Sub-Awardee is wholly responsible for the manner in which it performs the services and work requested by the Center under this Subcontract. Neither Sub-Awardee nor any of its agents or employees will hold themselves out as, or claim to be, officers or employees of the Center or the Fund nor make any claim to any right or privilege applicable to an officer or employee of the Center or the Fund, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit.

(b) No experts or consultants or employees who are employed or engaged by Sub-Awardee to carry out the Project under this Subcontract will be employees of the Center or the Fund and will not otherwise be under contract to the Center or the Fund. Sub-Awardee shall be responsible for the experts', consultants' and employees' work, direction, compensation and personal conduct in connection with this Subcontract. Nothing in this Subcontract shall impose any liability or duty on the Center or the Fund for acts, omissions, liabilities or obligations of Sub-Awardee, or the acts, omissions, liabilities or obligations of any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent employed or engaged by Sub-Awardee, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security, or, except as specifically stated in this Subcontract, to any person, firm or corporation.

9. Indemnification Clause: Sub-Awardee shall indemnify, defend, save and hold harmless the Center and the Fund, its officers, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-Awardee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Sub-Awardee, as the subcontractor hereunder, to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Sub-Awardee from and against any and all claims. It is agreed that the Sub-Awardee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Subcontract, the Sub-Awardee agrees to waive all rights of subrogation against the Center and the Fund, its officers, officials, agents and employees for losses arising from the Project.

10. **Intellectual Property:** Sub-Awardee hereby agrees that material created in connection with the Project, including policy and procedure manuals, case studies, newsletter features, photographic images, etc. shall remain the property of its author or other owner, but the Center shall be permitted to highlight such material on its website, in the media and elsewhere in furtherance of its role as BJA's technical assistance provider for the Project and the 2016 Community Court Grant Program in general. The provisions of this paragraph shall survive the expiration or termination of this Subcontract.

11. **Notices:** All notices, requests and other communications pursuant to this Subcontract shall be in writing, delivered by hand or sent by registered or certified mail, return receipt requested, or by Airborne Express, Federal Express, Express Mail or other overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted will be deemed to have occurred upon receipt, if hand delivered; five days from the date of mailing, if mailed; or the next business day after transmittal by Airborne Express, Federal Express, Express Mail or other overnight delivery service that provides a receipt to the sender. All notices and correspondence will be delivered to the following addresses and addressees, unless notified in writing of any change:

(a) **If to the Center:**

Center for Court Innovation
520 Eighth Avenue, 18th Floor
New York, New York 10018
Attention: Julius Lang, Director of Training and Technical Assistance

(b) **If to Sub-Awardee:**

City of Olympia
900 Plum St. SE
Olympia, WA 98507
Attn: Judge Scott Ahlf
Phone #: 360-753-8312
E-mail: sahlf@ci.olympia.wa.us

12. **Consent to Jurisdiction/Forum Selection:**

The Center, the Fund and the Sub-Awardee agree that all actions or proceedings arising in connection with this Subcontract shall be tried and litigated exclusively in the State and Federal courts located in the City of New York, State of New York. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Subcontract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the City of New York, State of New York shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Subcontract. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail,

return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Subcontract. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.


- 13. **Audits:** Sub-Awardee agrees to keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Subcontract. Such books and records shall be kept available for examination by an independent auditor at all reasonable times and places during the period of this Subcontract and for six (6) years from the date of final payment. Any State, local government, Indian tribal government and nonprofit organization that expends \$500,000 or more of total federal awards in a fiscal year is required to obtain a single audit conducted by an independent auditor in accordance with the Office of Management and Budget Circular A-133 and the Single Audit Act. If the Sub-Awardee has obtained an independent audit in accordance with the Single Audit Act, a copy of the most recent audit must be provided to the Fund upon execution of this Subcontract. Organizations and agencies that expend less than \$500,000 in a year are exempt but records must be available for review or audit. If the Sub-Awardee is exempt from the requirements of the Single Audit Act, upon execution of this Subcontract, the Sub-Awardee must submit a letter to the Center/Fund stating that the A-133 requirements do not apply to the Sub-Awardee and the basis of the exemption.

If the terms and conditions of this Subcontract, as set forth in this letter, are acceptable to the Sub-Awardee, please sign two copies of this letter and return both with a copy of a completed W-9 form to the attention of the Fiscal Dept. at the Center for Court Innovation, 520 Eighth Avenue, 18th Floor, New York, NY 10018.

Sincerely,

Julius Lang
Director, Training and Technical Assistance
Center for Court Innovation

Confirmed & Accepted:



Judge Scott Ahlf
Municipal Court Judge
City of Olympia

06/20/16
Date

91-6001261
Business Tax ID #

360-753-8312
Telephone #

Approved:

Amy Kotler
Director, Finance & Administration
Center for Court Innovation

Date

<p><i>For internal use only</i></p> <p>Project Code: _____</p>
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