

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MARCH 10, 2014 AGENDA ITEM NUMBER: 2

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM FOR GRANT FUNDS TO SUPPORT THE OPERATION OF THE DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT (COURT SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

The City of Winston-Salem provides funding, along with Forsyth County, to support the operation of the District Attorney's Domestic Violence Unit. Forsyth County administers the combined funds through its Court Services Department. The attached agreement between the County and the City is an interlocal agreement, which requires action by boards of both local governments.

ATTACHMENTS:  yes  no

SIGNATURE: *J. Dudley Watts, Jr.* DATE: March 6, 2014  
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE  
CITY OF WINSTON-SALEM FOR GRANT FUNDS TO SUPPORT THE  
OPERATION OF THE DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT  
(COURT SERVICES DEPARTMENT)**

**BE IT RESOLVED** by the Board of Commissioners of Forsyth County that the attached interlocal agreement between Forsyth County and the City of Winston-Salem for grant funds from the City in the amount of \$40,760.00 to be used to support the operation of the District Attorney's Domestic Violence Unit is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the agreement on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Board of Commissioners of Forsyth County.

Adopted this the 10<sup>th</sup> day of March 2014.

FORSYTH COUNTY DISTRICT ATTORNEY'S OFFICE DOMESTIC VIOLENCE UNIT

NORTH CAROLINA )  
 )  
 FORSYTH COUNTY )

AGREEMENT FOR THE GRANT OF  
 CITY OF WINSTON-SALEM FUNDS

THIS AGREEMENT, made and entered into as of the 23<sup>rd</sup> day of August, 2013, by and between the City of Winston-Salem, (hereinafter referred to as the City) and **Forsyth County on behalf of the District Attorney's Office Domestic Violence Unit** (hereinafter referred to as the Grantee), pursuant to and subject to the restrictions and conditions set forth herein;

WITNESSETH:

In consideration of receipt of a grant or appropriation of funds from the ~~City Council of the~~ City of Winston-Salem for the fiscal year **2013-2014**, in an amount not to exceed the amount of **\$40,760** the Grantee named herein above does hereby agree to abide by the terms of this Agreement.

In consideration of the above, the parties do hereby agree as follows:

(1) The Grantee covenants and agrees to expend the funds which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the work program and/or under the restrictions and conditions as attached to this Agreement and incorporated herein by reference. The Grantee further agrees to expend the City funds in accordance with the Grantee's budget as attached hereto and which is incorporated herein by reference. Funds made available to the Grantee pursuant to this Agreement shall be expended only in accordance with applicable federal, state and local laws.

(2) Termination of this Agreement may occur for reasons described herein or in attachments hereto. The City may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

(3) The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the ~~Grantee~~ District Attorney's Office Domestic Violence Unit as may reasonably be requested by the City. The Grantee agrees that the City shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the City shall request pertaining to the funds granted herein or the operations of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating

to the grant funds which are the subject of this Agreement. The City reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff.

(4) The Grantee shall furnish to the City a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.


(5) Funds will be disbursed to the Grantee, in accordance with Exhibit C, by reimbursement to the Grantee for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Further, should the Grantee overspend the attached budget, the City shall have no obligation to reimburse the Grantee for such expenditures.

(6) The City may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be affected for the following reasons as determined by the City, but not limited to these reasons:


- (a) Improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
- (d) Uncontrollable circumstances, rendering the carrying out of this Agreement improper or infeasible.

In addition, the City may suspend or terminate payment of grant funds if the Grantee fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement and the determination of whether satisfactory progress has been made shall be in the sole discretion of the City.

If for any reason the payment of grant funds is suspended or terminated, the Grantee agrees to promptly remit to the City any payments previously received by the Grantee which the City deems to have been paid and received in violation of this Agreement.

(7) Any and all ~~alternatives~~ alterations in the restrictions and conditions upon the grant of the funds herein shall be subject to prior review and written approval by the City. 

(8) This Agreement and the grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the City.

Additionally, this agreement or the funds herein may not be continued by a successor to the Grantee herein named or subcontracted without the prior written consent ~~to~~ Of the City. 

(9) Non-expendable property purchased under this Agreement shall remain the property of the Grantee, unless the attached conditions or budget provide that such property shall become the property of the City.

(10) Grantee is strongly encouraged to make a good faith effort to hire minority and women applicants for employment from the Winston-Salem/Forsyth County area. If Grantee uses grant funds to pay for services, repair or construction work, Grantee is strongly encouraged to hire minority and women service providers and contractors from the Winston-Salem/Forsyth County area. Documentation of such efforts in a manner and on a form acceptable to the City shall be provided by Grantee before the end of the fiscal year in which grant funds were received. Failure to provide such documentation may impact the Grantee's eligibility for a subsequent grant.

(11) Grantee acknowledges that the City will make no payment to Grantee, so long as there is an outstanding debt or obligation due the City. Grantee hereby, agrees that any debt it owes the City will be offset against any payments otherwise due the Grantee under this Agreement. If the City assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the City.

(12) All documentation required by Exhibits C and D, attached hereto and incorporated herein, must be submitted to the City no later than September 30, 2014. Failure to submit the required documentation as set forth herein may, in the City's sole and absolute discretion, result in the termination of this agreement and recapture of any public funds previously provided by City to Grantee under the terms of this agreement. Additionally, failure to comply with the documentation requirements set forth herein may, in the City's sole and absolute discretion, impact the Grantee's eligibility for future grants from the City. Current funding does not guarantee future funding.

(13) The attached Exhibits are:

- (a) The Budget;
- (b) The Work Program;
- (c) Purposes and/or Restrictions and Conditions;

- (d) Report Requirements; and
- (e) Certificate in Lieu of Corporate Seal.

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf; and the Grantee has caused the same to be duly executed in its behalf as of the date first above written.

ATTEST

CITY OF WINSTON-SALEM

\_\_\_\_\_(SEAL)  
Renee L. Phillips, City Secretary

BY: \_\_\_\_\_  
Lee D. Garrity, City Manager

ATTEST

ON BEHALF OF THE  
FORSYTH COUNTY DISTRICT ATTORNEY'S OFFICE *AS*  
DOMESTIC VIOLENCE UNIT

\_\_\_\_\_(SEAL)  
, Secretary

BY: \_\_\_\_\_  
, Chairman

APPROVED AS TO FORM AND LEGALITY

THIS DOCUMENT HAS BEEN PRE-AUDITED IN  
ACCORDANCE WITH THE NC LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL  
ACT

\_\_\_\_\_  
Angela I. Carmon, City Attorney

*Lisa Saunders*  
\_\_\_\_\_  
Lisa Saunders, Chief Financial Officer

**JULY 1, 2013**

**EXHIBIT A: BUDGET FOR FY 13-14**

**EXPENDITURES**

**BUDGETED  
2013-2014**

**Please see Attached Budget**

**REVENUES**

**BUDGETED  
2013-2014**

**Please see Attached Budget**

**JULY 1, 2013**


**EXHIBIT B: WORK PROGRAM FOR FY 13-14**

Please see Attached Activity Information








JULY 1, 2013

EXHIBIT C: RESTRICTIONS AND CONDITIONS

1. The Grantee will submit quarterly narrative activity and financial reports to the City as provided for in Exhibit D.
2. Payment to the Grantee will be made quarterly after each financial report is submitted to the City.
3. Funds paid in accordance with this contract are to be used to finance the general operations of the ~~Grantee~~ District Attorney's Office Domestic Violence Unit. 
4. City funds shall not be used to pay for private club memberships.

JULY 1, 2013

EXHIBIT D: REPORT REQUIREMENTS

1. The Grantee will submit quarterly financial reports, detailing the expenditures and revenues of its operation to the City on behalf of the District Attorney's Office Domestic Violence Unit. 
2. The Grantee will submit a copy of its 2012-2013 Return of Organization Exempt From Income Tax (IRS Form 990) to the City on behalf of the District Attorney's Office Domestic Violence Unit. 
3. The Grantee will submit an audited financial report concerning all funds expended and received at the end of the fiscal year to the City on behalf of the District Attorney's Office Domestic Violence Unit. 
4. The Grantee will submit quarterly narrative reports of the activities performed by the grantee in accomplishing its fiscal year 2013-2014 Work Program to the City on behalf of the District Attorney's Office Domestic Violence Unit. 
5. Documentation of efforts to diversify employment by race and sex, in a manner and on a form acceptable to the City, shall be provided by Grantee to the City before the end of the fiscal year in which grant funds were received. Failure to provide such documentation may impact the Grantee's eligibility for a subsequent grant. 

<b>Operating Budget Summary</b>			
<b>Organization Name:</b>			
	<b>Budgeted</b>	<b>Projected</b>	<b>Requested</b>
	<b><u>FY 12-13</u></b>	<b><u>FY 13-14</u></b>	<b><u>FY 14-15</u></b>
<b>Expenditures by Program</b>			
Program Services			
Fundraising			
Management and General			
<b>Total</b>			
	<b>Budgeted</b>	<b>Projected</b>	<b>Requested</b>
	<b><u>FY 12-13</u></b>	<b><u>FY 13-14</u></b>	<b><u>FY 14-15</u></b>
<b>Expenditures by Category</b>			
<b>Personnel</b>			
Employee Salaries and Wages			
Employee Benefits			
<b>Subtotal, Personnel</b>			
<b>Operating Expenses</b>			
Facility Rent and Utilities	18,572	18,572	18,572
Training and Conference Registration			
Memberships and Dues			
Travel and Transportation			
Grants To Individuals and Organizations			
Contracted Fundraising Services			
Good Purchased for Resale			
Other Contracted Services			
Other Operating Expenses	156,928	156,928	156,928
<b>Subtotal, Operating Expenses</b>			
Capital Outlay			
<b>Total</b>	<b>175,500</b>	<b>175,500</b>	<b>175,500</b>
	<b>Budgeted</b>	<b>Projected</b>	<b>Requested</b>
	<b><u>FY 12-13</u></b>	<b><u>FY 13-14</u></b>	<b><u>FY 14-15</u></b>
<b>Revenues by Category</b>			
City of Winston-Salem	41,670	41,670	42,750
General Fund			
Other Funds (CDBG, Occupancy Tax, etc)			
Forsyth County	115,258	115,258	115,258
State of North Carolina			
Federal Government			
Admissions/Program Revenue/Sales			
Memberships			
Donations			
Foundation Grants			
Interest and Investment Income			18,
Parent Organization			
Other	18,572	18,572	18,572
<b>Total</b>	<b>175,500</b>	<b>175,500</b>	<b>176,580</b>

<b>Description of Primary Activities</b>	
<b>Organization Name:</b>	DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT
<b>Activity:</b>	FIRST APPEARANCE COURT
<b>Description:</b>	Assist A.D.A. in setting bonds and notify victim of bond hearings. <ul style="list-style-type: none"> <li>• A member of the unit reports daily to the Magistrate's office by 7 AM to pick up all domestic violence arrest files</li> <li>• Criminal record histories are compiled on all arrestees</li> <li>• Contact is made with victims to obtain more information i.e. past history of violence, substance abuse issues, mental health issues and other contributing factors.</li> <li>• Victim is advised of bond hearing place and time, advised of possibility of defendants release once bond is set and advised of safety measures such as shelters and 50B orders</li> <li>• Unit member attends First Appearances with ADA and provides all information</li> </ul>
<b>Activity:</b>	CASE PREPARATION
<b>Description:</b>	Obtain and compile case data for A.D.A. prior to court <ul style="list-style-type: none"> <li>• Download and print all digital law enforcement photos.</li> <li>• Re-interview victims and take necessary follow-up photos.</li> <li>• Prepare victims for court procedures and possible outcomes.</li> <li>• Issue subpoenas for all necessary witnesses.</li> <li>• Contact victims and other witnesses one day prior to court as a reminder and to answer any concerns or questions.</li> <li>• Screen for Felony Habitual Misd. Assault candidates.</li> </ul>
<b>Activity:</b>	DOMESTIC VIOLENCE CRIMINAL COURT
<b>Description:</b>	Attend court daily with A.D.A. <ul style="list-style-type: none"> <li>• Review each case with ADA prior to court.</li> <li>• Advise ADA of witnesses under subpoena.</li> <li>• Relay concerns of victims to ADA.</li> <li>• Document court proceedings, i.e. continuances, witnesses present in court and judgments on disposed cases.</li> <li>• Provide work or school court excuses for victims/witnesses.</li> <li>• Complete all required paper work for court file, i.e. dismissal forms, Gun notifications</li> </ul>
<b>Activity:</b>	AFTER COURT
<b>Description:</b>	Maintain court statistics and victim follow up. <ul style="list-style-type: none"> <li>• Enter statistics of disposition of cases in DV data base.</li> <li>• Search for addresses of witnesses not found prior to first court date and issue subpoenas</li> <li>• Assist victims in obtaining compensation for medical bills through Victims Compensation Program.</li> <li>• Assist victims with post sentencing concerns.</li> </ul>

<b>Performance Information by Activity</b>				
<b>Organization Name:</b> DISTRICT ATTORNEY'S DOMESTIC VIOLENCE COURT				
<b>Activity:</b> FIRST APPEARANCE COURT				
<b>Goals:</b> Increase early contact with victims				
<ol style="list-style-type: none"> <li>1. To provide necessary case information to ADA so that appropriate bonds and release conditions may be obtained at First Appearance hearings</li> <li>2. To inform victims of bond hearings and release conditions so that victim may have time to make necessary safety plans</li> <li>3. To relay fears or concerns of victims to ADA and judge during bond hearings</li> <li>4. To provide victim with phone number of DV Unit staff for future contact as needed</li> </ol>				
<b><u>Performance Measurements</u></b>	<b>Actual</b>	<b>Objective</b>	<b>Projected</b>	<b>Objective</b>
	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>	<u>13-14</u>
<b>Effectiveness:</b>	80%	80%	80%	80%
<ul style="list-style-type: none"> <li>• Over 80% of DV Cases have bonds set using information provided by the unit.</li> <li>• Failure of defendants to appear in court is reduced due to higher bonds</li> </ul>				
<p><b>Efficiency:</b>The unit is successful in contacting victims within hours of assault. 80% of victims are contacted prior to defendant's release from custody.</p>				
<b>Workload Indicators:</b>				
<ul style="list-style-type: none"> <li>• Number of bond hearings on DV cases per month.</li> </ul>				
<b>FY 12-13 Program Accomplishments:</b>				
<ul style="list-style-type: none"> <li>• The percentage of domestic violence cases that are dismissed by the Forsyth County District Attorney's Office- due to the victim not appearing in court- is reduced.</li> <li>• Defendants with a higher propensity for domestic violence are receiving higher bonds and stricter release conditions, hence, allowing the victim more time to establish personal safety plans.</li> </ul>				
<b>FY 13-14 Key Objectives:</b>				
<ul style="list-style-type: none"> <li>• To ensure that all victims of domestic violence cases are informed of their abuser's release date and conditions, upcoming court dates and their (victim's) role in the prosecution process.</li> <li>• To ensure that bonds are reflective of the seriousness of the assault charge and that release conditions include "no contact with victim" provisions.</li> </ul>				

**Performance Information by Activity**

**Organization Name:** DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT

**Activity:** CASE PREPARATION

**Goals:**

1. Increase successful conviction of domestic violence offenders
2. Increase participation of victims in the prosecution process of their abusers
3. Decrease the dismissal rate of domestic violence cases
4. Increase consequences for domestic violence abusers thereby decreasing recidivism

<u>Performance Measurements</u>	<u>Actual</u>	<u>Objective</u>	<u>Projected</u>	<u>Objective</u>
	<u>11-12</u>	<u>12-13</u>	<u>12-13</u>	<u>13-14</u>
<b>Effectiveness:</b>				
<ul style="list-style-type: none"> <li>• Decrease in number of cases dismissed due to victims not appearing in court as state's witness</li> </ul>	18.46%	17%	18%	15%
<b>Efficiency:</b>				
<ul style="list-style-type: none"> <li>• Increase in percentage of misdemeanor level cases prosecuted</li> </ul>	70%	80%	80%	85%
<b>Workload Indicators:</b>				
<ul style="list-style-type: none"> <li>• Number of cases docketed in court (Domestic Violence cases, 3C District Court) averages 360 per month.</li> </ul>	2470			

**FY 12-13 Program Accomplishments:**

The conviction rate of domestic violence offenders has increased from 30% in 1997 to 76% in 2012. (DA's DV Unit implemented 1997)

The dismissal rate of domestic violence cases due to victims not present in court was 18% in 2012 as compared to over 50% in 1997.

**FY 13-14 Key Objectives:**

To increase conviction rate and decrease dismissal rate of domestic violence cases thereby increasing consequences and accountability of domestic violence abusers.

To empower victims with knowledge of the court system and to provide a voice for the victims in the prosecution of their abusers.

<b>Performance Information by Activity</b>				
<b>Organization Name:</b> DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT				
<b>ACTIVITY</b> DOMESTIC VIOLENCE COURT (3C DISTRICT COURT)				
<ol style="list-style-type: none"> <li>1. Attend court with ADA to assist with case information and to provide case histories when needed.</li> <li>2. Advise victims of case status and possible disposition options, provide safe witness waiting room or nursery when necessary</li> <li>3. Recommend appropriate rehabilitative sentencing programs for defendants</li> <li>4. Provide officer's assigned court dates for continuances and subpoena officers and witnesses when necessary</li> </ol>				
<b>Performance Measurements</b>				
	<b>Actual</b>	<b>Objective</b>	<b>Projected</b>	<b>Objective</b>
<b>Effectiveness:</b>	<u>11-12</u>	<u>12-13</u>	<u>12-13</u>	<u>13-14</u>
<ul style="list-style-type: none"> <li>• Increase in percentage of "guilty" convictions</li> </ul>	76%	80%	78%	80%
<b>Efficiency:</b>				
<ul style="list-style-type: none"> <li>• Successful prosecution of domestic violence offenders leads to a reduction in financial impact to the City of Winston-Salem by decreasing the number of repeat offenders and decreasing homicides.</li> </ul>				
<b>Workload Indicators:</b>	1	0	0	0
<ul style="list-style-type: none"> <li>• Number of domestic violence homicides in 2012 (City of Winston-Salem)</li> </ul>				
<b>FY 12-13 Program Accomplishments:</b>				
<ul style="list-style-type: none"> <li>• In 2012 the percentage of successful prosecutions increased to from 74% to 76%, indicating offender accountability.</li> </ul>				
<b>FY 13-14 Key Objectives:</b>				
<ul style="list-style-type: none"> <li>• Increase successful prosecution of domestic violence offenders</li> <li>• Better prepare victims for court</li> </ul>				

EXHIBIT B				
<b>Performance Information by Activity</b>				
<b>Organization Name:</b> DISTICT ATTORNEY'S DOMESTIC VIOLENCE UNIT				
<b>Activity:</b> AFTER COURT VICTIMS' ASSISTANCE				
<b>Goals:</b>				
<ol style="list-style-type: none"> <li>1. Explain court judgments to victims and their families</li> <li>2. Advise victims of further safety measures that may be appropriate</li> <li>3. Assist victims with violations of court orders via contacting defendants probation officer or appropriate ADA to facilitate issuance of violation warrant</li> <li>4. Provide victims with contact phone number of DV Unit staff for future assistance if necessary</li> </ol>				
<b>Performance Measurements</b>				
	<b>Actual</b>	<b>Objective</b>	<b>Projected</b>	<b>Objective</b>
<b>Effectiveness:</b>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>	<u>13-14</u>
<p>Victims of successfully prosecuted cases leave court empowered by the experience of seeing their abusers held accountable</p> <p>Victims do not leave the court room confused about court orders and judgments</p>				
<b>Efficiency:</b>				
<p>Victims know when to return and what to do if cases are continued therefore are more apt to be present at proceeding court dates.</p> <p>Victims are more likely to seek victims counseling.</p>				
<b>Workload Indicators:</b>				
<p>Number of domestic violence victims enrolled in victims counseling at Family Services</p> <p>Dismissal of cases reduced due to victims not being aware of continued court dates</p>				
<b>FY 12-13 Program Accomplishments:</b>				
<p>More victims of domestic violence are seeking counseling to assist them in breaking the cycle of abuse in their lives</p> <p>Victims are less likely to tolerate further incidents of abuse</p>				
<b>FY 13-14 Key Objectives:</b>				
<p>Increase follow up calls to victims after disposition of cases</p> <p>Increase contact with victims and witnesses between case continuances</p>				



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

1/24/2014

Date

  
Director of Finance