

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: OCTOBER 8, 2020

AGENDA ITEM NUMBER: 7

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

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION: The City of Winston-Salem, along with Forsyth County, provides funding 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: _____ DATE: _____
 COUNTYMANAGER

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

WHEREAS the City of Winston-Salem, along with Forsyth County, provides funding to support the operation of the District Attorney's Domestic Violence Unit, and Forsyth County administers the combined funds through its Court Services Department;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County and the City of Winston-Salem for grant funds from the City in the amount of \$45,000.00 to be used during fiscal year 2020-2021 to support the operation of the District Attorney's Domestic Violence Unit is hereby ratified as required by N.C.G.S. 160A-461;

BE IT FURTHER RESOLVED, that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached interlocal agreement with the City of Winston-Salem, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference; and

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

Adopted this the 8th day of October 2020.

DISTRICT ATTORNEY'S 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 5th day of August, 2020, by and between the City of Winston-Salem, (hereinafter referred to as the 'City) and Forsyth County on behalf of the Forsyth County on behalf of the District Attorney's 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 Mayor and City Council of the City of Winston-Salem for the fiscal year 2020-2021, not to exceed the amount of \$45,000, the Grantee named herein above does hereby agree to: (1) carry out one or more of the public purposes set forth in G.S. § 160A-209 as more specifically identified in the budget ordinance approving the grant, which is incorporated herein, (2) utilize the funds consistent with G.S. § 160A-209 and the budget ordinance, and (3) 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 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 operation 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 effected 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 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 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, 2021. 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) Suspension and Debarment; the Grantee hereby certifies that neither it, nor its agents or subcontractors: (i) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (ii) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City;

(14) E-Verify Compliance: Where applicable, Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Grantee utilizes a subcontractor, the Grantee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General. A violation of this provision or the E-Verify requirements shall be just cause for the City to terminate this contract;

(15) Iran Divestment Act. Grantee hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Grantee utilize on this agreement any subcontractor on such list.

(16) Divestment from Companies that Boycott Israel. Grantee hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

(17) Public Records and Confidential Information. All non-confidential information and documents provided by the Grantee to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Grantee to the City and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Grantee, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Grantee hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. The Grantee agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to

disclose any material that the Grantee has designated as confidential pursuant to N.C.G.S. 132-1.2.

(18) The City may, with reasonable notice, have access to the organization's personnel and financial records to conduct due diligence reviews of operations;

(19) 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 (if needed).

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)
Sandra R. Keeney, City Secretary

BY: _____
Lee D. Garrity, City Manager

ATTEST

FORSYTH COUNTY

(SEAL)
Ashleigh M. Sloop, Clerk to the Board

BY: _____
David R. Plyler, Chairman

ATTEST

**DISTRICT ATTORNEY'S DOMESTIC VIOLENCE
UNIT**

Bonnie Cline
(Signature)

BY: [Signature]
(Signature)

Bonnie Cline, Administrative Assistant
(Print Name, Title)

James R. O'Neill, District Attorney
(Print Name, Title)

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

[Signature]
Lisa Saunders, Chief Financial Officer

EXHIBIT A.

Expenditures by Program	Budgeted FY 19-20	Projected Actuals FY 19-20	Proposed Budget FY 20-21
Program Services	\$0.00	\$0.00	\$0.00
Fundraising	\$0.00	\$0.00	\$0.00
Management and General	\$0.00	\$0.00	\$0.00
Total Expenditures by Program	\$0.00	\$0.00	\$0.00
Expenditures by Category	Budgeted FY 19-20	Projected Actuals FY 19-20	Proposed Budget FY 20-21
Employee Salaries and Wages	\$0.00	\$0.00	\$0.00
Employee Benefit	\$0.00	\$0.00	\$0.00
Facility Rent and Utilities	\$38,160.00	\$38,160.00	\$38,160.00
Training and Conference Registration	\$0.00	\$0.00	\$0.00
Membership and Dues	\$0.00	\$0.00	\$0.00
Travel and Transportation	\$0.00	\$0.00	\$0.00
Grants to Individuals and Organizations	\$0.00	\$0.00	\$0.00
Contracted Fundraising Services	\$0.00	\$0.00	\$0.00
Goods Purchased for Resale	\$0.00	\$0.00	\$0.00
Other Contracted Services	\$179,336.00	\$179,336.00	\$177,972.00
Other Operating Expenditures	\$0.00	\$0.00	\$0.00
Capital Outlay	\$0.00	\$0.00	\$0.00
Total Expenditures by Category	\$217,496.00	\$217,496.00	\$216,132.00
Revenues by Category	Budgeted FY 19-20	Projected Actuals FY 19-20	Proposed Budget FY 20-21
City of Winston-Salem	\$45,000.00	\$45,000.00	\$45,000.00
Forsyth County	\$172,496.00	\$172,496.00	\$0.00
State of North Carolina	\$0.00	\$0.00	\$0.00
Federal Government	\$0.00	\$0.00	\$132,972.00
Admissions/Program Revenues/Sales	\$0.00	\$0.00	\$0.00
Memberships	\$0.00	\$0.00	\$0.00
Donations	\$0.00	\$0.00	\$0.00
Foundation Grants	\$0.00	\$0.00	\$0.00
Interest and Investment Income	\$0.00	\$0.00	\$0.00
Parent Organization	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$38,160.00
Total Revenues by Category	\$217,496.00	\$217,496.00	\$216,132.00

EXHIBIT B.

Use the chart below to show how your agency measures program effectiveness. List goals, activities, and performance measures you will use to evaluate services, facilities, and programs that will be funded by the City. Performance measures can be quantitative and/or narrative.

-Include at least three goals and performance measures.

-One of the performance measures must include the unduplicated number of participants served.

Stated Program Goals	Program Activities In Support of Goals	FY 18-19 Previous Year Actuals	FY 19-20 Current Year Projected	FY 20-21 Next Year Anticipated Results
<p>Communicate with all victims of domestic violence at the time of First Appearance Court, to share information about court proceedings, bond hearings, safety planning information, and contact information for DV Unit staff, as well as to gather information from the victim about specific concerns that should be relayed to the Court relevant to bond and release conditions.</p>	<p>DV Unit Victim/Witness Assistants contact victims both by phone and by mail. They share information about the court process, community resources available to the victim for support and protection, the State Victim's Compensation Fund, and any potential release of the defendant on bond so that that victim can make safety plans. They also gather information about specific safety concerns of victims to be shared with the prosecutor and Court as needed to increase the security and safety of the victim.</p>	<p>72% of victims contacted by phone prior to the defendant's release from custody; 89% of victims ultimately contacted within a week of initiation of charges</p>	<p>72% of victims contacted by phone prior to the defendant's release from custody 88% of victims ultimately contacted within a week of initiation of charges</p>	<p>74% of victims contacted by phone prior to the defendant's release from custody; 90% of victims ultimately contacted within a week of initiation of charges</p>

EXHIBIT B.

<p>Effectively prosecute domestic violence cases, recommend to the Court appropriate treatment programs for defendants, and continue to support victims by reinforcing the availability of community resources for safety and support, providing case information, opportunities to share their views about the disposition of the case, and safe nursery and waiting areas as needed.</p>	<p>DV Unit Victim/Witness Assistants attend Domestic Violence Court with the assigned Assistant District Attorney (DV ADA). They provide detailed case files, communicate with victims regarding case status, and connect victims with resources such as safe waiting areas and safety planning information as needed. The DV ADA prosecutes the cases, invites input from victims regarding sentencing options, responds to victim concerns in order to increase safety, and uses effective strategies to decrease recidivism.</p>	<p>75% of domestic violence cases prosecuted resulted in guilty verdicts; four domestic homicides within the City of Winston-Salem.</p>	<p>76% of domestic violence cases prosecuted result in guilty verdicts; one domestic homicide within the City of Winston-Salem.</p>	<p>78% of domestic violence cases prosecuted will result in guilty verdicts; no domestic homicides within the City of Winston-Salem.</p>
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EXHIBIT B.

<p>Decrease dismissal rates of domestic violence cases due to inability to locate the victim for court.</p>	<p>DV Unit Victim/Witness Assistants help victims increase participation in the prosecution of their cases by reaching out to all victims, thereby maintaining good contact information and positive communication. The DV ADA opposes unnecessary continuances of domestic cases in court, and brings issues relating to potential intimidation of witnesses to the Court's attention as appropriate.</p>	<p>38% of cases were dismissed due to inability to locate the victim for court, out of a total of 2,226 cases.</p>	<p>Due to updated practices, we expect to be on track for 35% or less cases dismissed due to inability to locate the victim for court, out of an expected 2050 cases</p>	<p>Our goal is to have 30% or less cases dismissed due to inability to locate the victim for court</p>

FY 18-19 Program Accomplishments:
 An increased number of victims were reached by phone prior to the defendant's release from custody and provided with information about court proceedings and safety planning, thereby increasing their participation in the court process and community safety. 75% of prosecutions resulted in guilty verdicts, holding offenders accountable and reducing recidivism. This is a substantial improvement from when the DV Unit was initially founded in 1997, when the conviction rate was only 30%. Our domestic homicide rate remains low, despite a nationwide increase in violent crime. To reduce the number of dismissals of domestic cases due to the inability to locate the victim for court, the DV Unit personnel has streamlined and improved case management procedures, as well as received specialized training on working with domestic victims. We are on track to reduce the number of dismissals due to inability to locate the victim by 2% from the previous year, while maintaining our conviction rate.

- FY 20-21 Key Objectives:**
- To increase community safety by insuring that all victims of domestic violence are supported through and informed about the court process, available resources for protection and support, as well as the defendant's potential release from custody and bond conditions.
 - To reduce recidivism and domestic violence homicide by successful prosecution of domestic violence cases, and improving our conviction rate through consistent, skilled prosecution to decrease the rate of dismissals of

EXHIBIT B.

domestic cases due to inability to locate victims, thereby improving community safety and reducing domestic victims' fear of continued violence.

JULY 1, 2020

EXHIBIT C: RESTRICTIONS AND CONDITIONS

1. The Grantee will submit performance measures, narrative activity and financial reports to the City as provided for in Exhibit D.
2. Payment to the Grantee will be made at the completion of the third quarter after the financial report is submitted to the City as described in Exhibit D (3).
3. Funds paid in accordance with this contract are to be used to finance the general operations of the District Attorney's Domestic Violence Unit.
4. City funds shall be used for the public purpose(s) for which the grant was made and shall not be used to pay for private club memberships.

JULY 1, 2019

EXHIBIT D: REPORT REQUIREMENTS

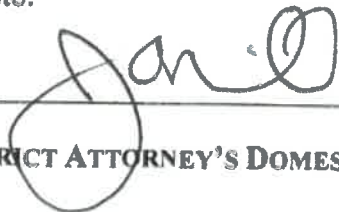
1. The Grantee will submit an audited financial report concerning all funds expended and received at the end of the fiscal year to the City on behalf of the District Attorney's Domestic Violence Unit.
2. The Grantee will submit the following reports with request for payment:
 - A letter of request for payment, including any narrative reports of activities performed by the grantee in accomplishing its fiscal year 2020-2021 Work Program.
 - Financial reports, detailing the expenditures and revenues of its operation to the City.
 - Performance measures report in the online Neighborly platform.
3. 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 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.

DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT

JULY 1, 2020

EXHIBIT E: CERTIFICATE IN LIEU OF CORPORATE SEAL

I certify that I am the secretary to the Board of Directors for DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT, that this agency has no corporate seal, that I attested the execution of this contract by our Executive Officer, and that this contract is to be treated by both parties as if a corporate seal had been affixed hereto.


_____, Secretary
DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT