

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: OCTOBER 18, 2018

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 (SAFE ON SEVEN) (COURT SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

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: _____ 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 (SAFE ON SEVEN)
(COURT SERVICES DEPARTMENT)**

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 2018-2019 to support the operation of the District Attorney's Domestic Violence Unit (Safe on Seven) 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 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.

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 18th day of October 2018.

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 _____ day of _____, 2018, by and between the City of Winston-Salem, (hereinafter referred to as the City) and 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 **2018-2019**, not to exceed the amount of **\$45,000** 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 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, 2019. 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.** Contractor 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) The City may, with reasonable notice, have access to the District Attorney's Domestic Violence Unit's non-confidential personnel and financial records to conduct due diligence reviews of operations;

(18) **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.

(19) The attached Exhibits are:

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

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.

[Signatures on next page]

ATTEST

CITY OF WINSTON-SALEM

Melanie Johnson, City Secretary (SEAL)

BY: _____
Lee D. Garrity, City Manager

ATTEST

FORSYTH COUNTY

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

BY: _____
David R. Plyler, Chairman

ATTEST

**DISTRICT ATTORNEY'S DOMESTIC VIOLENCE
UNIT**

(Signature)

BY: _____
(Signature)

(Print Name, Title)

(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

Lisa Saunders, Chief Financial Officer

JULY 1, 2018

EXHIBIT A: BUDGET FOR FY 2018-19

EXPENDITURES

**BUDGETED
2018-2019**

Please see Attached Budget

REVENUES

**BUDGETED
2018-2019**

Please see Attached Budget

EXHIBIT A. Budget for FY 2018-19.

Please complete the table to show the organization's operating budget.

Expenditures by Program	Budgeted FY 17-18	Projected FY 17-18	Requested FY 18-19
Program Services			
Fundraising			
Management and General			
Total Expenditures (Should match Total Expenditures by Category)			
Expenditures by Category			
Personnel			
Employee Salaries and Wages			
Employee Benefits			
Subtotal, Personnel			
Operating Expenditures			
Facility Rent and Utilities	38,000	38,000	38,160
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	179,229	179,229	180,055
Other Operating Expenditures			
Subtotal, Operating Expenditures			
Capital Outlay			
Total Expenditures (Should match Total Expenditures by Program)	217,229	217,229	218,215
Revenues by Category			
City of Winston-Salem	45,000	45,000	45,000
Forsyth County	134,229	134,229	135,055
State of North Carolina			
Federal Government			
Admissions/Program Revenue/Sales			
Memberships			
Donations			
Foundation Grants			
Interest and Investment Income			
Parent Organization			
Other	38,000	38,000	38,160
Total Revenues	217,229	217,229	218,215

JULY 1, 2018

EXHIBIT B: WORK PROGRAM FOR FY 2018-19

Please see Attached Work Program.

EXHIBIT B. Work Program for FY 2018-19.

Provide at least three goals and measurable outcomes for your project/program.

Stated Program Goals	Program Activities in Support of Goals	FY 16-17 Previous Year Actuals	FY 17-18 Current Year Actuals	FY 18-19 Next Year Anticipated Results
<p>Comply with the Crime Victim's Rights Act by communicating 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, and share information about the court process, give appropriate information about community resources available to the victim for support and protection, share information about the State Victim's Compensation Fund, advise victims about potential release of the defendant on bond so that they may have time to make safety plans, and gather information about specific concerns of victims that are shared with the prosecutor and Court as needed to increase the security and safety of the victim.</p>	<p><i>77% of victims were contacted by phone prior to the defendant's release from custody; 95% of victims ultimately contacted within a week of initiation of charges.</i></p>	<p><i>74% of victims were contacted by phone prior to the defendant's release from custody; 91% of victims ultimately contacted within a week of initiation of charges.</i></p>	<p><i>80% of victims will be contacted by phone prior to the defendant's release from custody; 98% of victims ultimately contacted within a week of initiation of charges.</i></p>
<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), and 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 victim safety, and uses effective strategies to decrease recidivism.</p>	<p><i>70% of domestic violence cases prosecuted resulted in guilty verdicts; one domestic homicide within the City of Winston-Salem.</i></p>	<p><i>72% of domestic violence cases prosecuted result in guilty verdicts; four domestic homicides within the City of Winston-Salem.</i></p>	<p><i>75% of domestic violence cases prosecuted will result in guilty verdicts; no domestic homicides within the City of Winston-Salem.</i></p>

EXHIBIT B. Work Program for FY 2018-19.

Provide at least three goals and measurable outcomes for your project/program.

Stated Program Goals	Program Activities in Support of Goals	FY 16-17 Previous Year Actuals	FY 17-18 Current Year Actuals	FY 18-19 Next Year Anticipated Results
<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 preparing their case files using a new system currently in place, and by maintaining good contact information and positive communication with victims. The DV ADA opposes unnecessary continuances of domestic cases in court, requests appropriate sanctions and rehabilitative treatment on conviction, and brings issues relating to potential intimidation of witnesses to the Court's attention as appropriate.</p>	<p><i>45% of cases were dismissed due to inability to locate the victim for court, out of a total of 2242 cases.</i></p>	<p><i>44% of cases were dismissed due to inability to locate the victim for court, out of a total of 2198 cases.</i></p>	<p><i>Our goal is to have 30% or less cases dismissed due to inability to locate the victim for court.</i></p>
<p>FY 17-18 Program Accomplishments: A substantial 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. 72% 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.</p>				
<p>FY 18-19 Key Objectives:</p> <ul style="list-style-type: none"> • To increase community safety by insuring that all victims of domestic violence are informed about the court process, available resources for protection and support, and the defendant's potential release from custody and bond conditions. • To reduce recidivism and eliminate domestic violence homicide by successful prosecution of domestic violence cases, connecting both victims and defendants with appropriate community resources, and by providing appropriate support for victims throughout the process. • To improve our conviction rate through consistent, skilled prosecution, and at the same time decrease the rate of dismissals of domestic cases due to inability to locate victims, thereby improving community safety and reducing domestic victims' fear of continued violence. 				

JULY 1, 2018

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.
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 not be used to pay for private club memberships.

JULY 1, 2018

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 2018-2019 Work Program.
 - Financial reports, detailing the expenditures and revenues of its operation to the City.
 - Performance measures report. A blank reporting table is included in Attachment A.

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.

Attachment A: Reporting Form

Below is a sample of the reporting form for performance measures, which should be submitted with each request for payment to provide an update on the Work Program in Exhibit B.

Provide at least three goals and measurable outcomes for your project/program.

Date: _____

Stated Program Goals	Program Activities in Support of Goals	PERFORMANCE MEASURES	
		FY 18-19 Objectives	FY 18-19 Year-to-Date Results
Program Accomplishments for this Quarter:			
FY 18-19 Key Objectives:			