

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: JUNE 27, 2016

AGENDA ITEM NUMBER: 8

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: Recommend Approval

SUMMARY OF INFORMATION:

The City of Winston-Salem will grant Forsyth County \$45,000 to offset the cost of a portion of the Safe on Seven Domestic Violence Program for FY 2015-2016 and FY 2016-2017.

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Clatto, Jr.* DATE: June 22, 2016
COUNTY MANAGER

**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 2015-2016 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 the Chairman or County Manager and the Clerk to the Board are also authorized to execute, on behalf of Forsyth County, an interlocal agreement with the City of Winston-Salem for fiscal year 2016-2017 to support the operation of the District Attorney's Domestic Violence Unit (Safe on Seven).

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 27th day of June 2016.

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 _____, 2016, 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 City of Winston-Salem for the fiscal year **2015-2016**, in an amount 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 District Attorney's 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

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 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 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, 2016. 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) 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;

(17) 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.

[Signatures appear on the next page.]

ATTEST

CITY OF WINSTON-SALEM

_____(SEAL)
Melanie Johnson, City Secretary

BY: _____
Lee D. Garrity, City Manager

ATTEST

**DISTRICT ATTORNEY'S 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, Chief Financial Officer

Carla D. Holt, Clerk to the Board

David R. Plyler, Chairman

JULY 1, 2015

EXHIBIT A: BUDGET FOR FY 15-16

EXPENDITURES

**BUDGETED
2015-2016**

Please see Attached Budget

REVENUES

**BUDGETED
2015-2016**

Please see Attached Budget

	Budgeted FY 14-15	Projected FY 14-15	Requested FY 15-16
Expenditures by Program			
Program Services			
Fundraising			
Management and General			
Total			
Expenditures by Category			
Personnel			
Employee Salaries and Wages			
Employee Benefits			
Subtotal, Personnel			
Operating Expenditures			
Facility Rent and Utilities	\$22,000	\$22,000	\$22,000
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	\$159,754	\$159,754	\$164,547
Other Operating Expenditures			
Subtotal, Operating Expenditures			
Capital Outlay			
Total	\$181,754	\$181,754	\$188,547
Revenues by Category			
City of Winston-Salem	\$40,670	\$40,670	\$45,000
Forsyth County	\$119,084	\$119,084	\$119,547
State of North Carolina			
Federal Government			
Admissions/Program Revenue/Sales			
Memberships			
Donations			
Foundation Grants			
Interest and Investment Income			
Parent Organization			
Other	\$22,000	\$22,000	\$24,000
Total	\$181,754	\$181,754	\$188,547

JULY 1, 2015

EXHIBIT B: WORK PROGRAM FOR FY 15-16

Please see Attached Activity Information

Performance Information by Activity

Activity: First Appearance Court				
General Goals:				
<ul style="list-style-type: none"> 1. To provide necessary case information to ADA so that appropriate bonds and release conditions may be obtained at First Appearance hearings in accordance with the Victim's Rights Act. 2. To inform victims of bond hearings and release conditions so that victims may have time to make necessary safety plans. 3. To relay fears or concerns of victims to ADA and Judge during bond hearings. 4. To provide victim contact information of the DV unit staff 				
PERFORMANCE MEASURES	Actual FY 14-15	Objective FY 15-16	Projected FY 15-16	Objective FY 16-17
Effectiveness:	83%	90%	84%	90%
<ul style="list-style-type: none"> • Over 86% of DV cases have bonds set using information provided by DV Unit • Failure of defendants to appear in court is reduced due to higher bond 				
Efficiency:	74%	85%	78%	85%
<ul style="list-style-type: none"> • The unit is successful in contacting victims within hours of the alleged assault • Approximately 81% of victims are contacted prior to defendant's release from custody 				
Workload Indicators:	137	140	140	150
<ul style="list-style-type: none"> • Number of bond hearings on DV cases per month 				
FY 15-16 Program Accomplishments:				
<ul style="list-style-type: none"> • 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. • 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. • Compliance with requirement of Victim's Rights Act, required bond hearings. 				
FY 16-17 Key Objectives:				
<ul style="list-style-type: none"> • To ensure that all victims of domestic violence cases are informed of their abuser's release date and conditions, upcoming court dates and the victim's role in the prosecutorial process. • To ensure that bonds are reflective of the seriousness of the assault charge and that release conditions include "no contact with victim" provisions. 				

Activity: Domestic Violence Court (3C District Court)				
General Goals:				
<ol style="list-style-type: none"> 1. Attend court with ADA to assist with case information and to provide case histories when needed. 2. Advise victims of case status and possible disposition options, provide safe witness waiting room or nursery when necessary. 3. Recommend appropriate rehabilitative sentencing programs for defendants. 4. Provide officer's assigned court dates for continuances and subpoena officers and witnesses when necessary. 				
PERFORMANCE MEASURES	Actual FY 14-15	Objective FY 15-16	Projected FY 15-16	Objective FY 16-17
Effectiveness:	75%	78%	78%	80%
<ul style="list-style-type: none"> • Increased percentage of "guilty" convictions. 				
Efficiency:	N/A	N/A	N/A	N/A
<ul style="list-style-type: none"> • Successful prosecution of domestic violence offenders reduces the financial impact of such crimes on the City of Winston-Salem by decreasing the number of repeat offenders and homicides. 				
Workload Indicators:	2	0	0	0
<ul style="list-style-type: none"> • Number of domestic violence homicides in 2014 (City of Winston-Salem) 				
FY 15-16 Program Accomplishments:				
<ul style="list-style-type: none"> • In 2015, the percentage of prosecutions was 75%, indicating offender accountability. 				
FY 16-17 Key Objectives:				
<ul style="list-style-type: none"> • Increase successful prosecution of domestic violence offenders. • Better prepare victims for court 				

Activity: Case Preparation				
General Goals:				
<ol style="list-style-type: none"> 1. Increase successful conviction rates of domestic violence offenders. 2. Increase participation of victims in the prosecution process of their abusers. 3. Decrease the dismissal rates of domestic violence cases. 4. Increase consequences for domestic violence abusers thereby impacting likelihood of repeat offense. 				
PERFORMANCE MEASURES	Actual FY 14-15	Objective FY 15-16	Projected FY 15-16	Objective FY 16-17
Effectiveness:				
<ul style="list-style-type: none"> • Decrease number of cases dismissed due to victims not appearing in court as state's witnesses. 	26%	25%	25%	22%
Efficiency:				
<ul style="list-style-type: none"> • Increase percentage of misdemeanor-level domestic violence cases prosecuted. 	65%	70%	70%	72%
Workload Indicators:				
<ul style="list-style-type: none"> • Number of cases docketed in court (including Domestic Violence cases, 3C District Court), averages 312 per month. 	2,184			
FY 15-16 Program Accomplishments:				
<ul style="list-style-type: none"> • The conviction rate of domestic violence offenders has increased from 30% in 1997 (when the Domestic Violence Unit was founded) to 75% as of 2014. • The dismissal rate of domestic violence cases due to victims not present in court was 26% in 2014 as compared to over 50% in 1997. 				
FY 15-16 Key Objectives:				
<ul style="list-style-type: none"> • To increase conviction rates and decrease rates of domestic violence cases, thereby increasing consequence and accountability of domestic violence abusers. • To empower victims with knowledge of the court system and provide a voice for victims. 				

Activity: After-Court Victim Assistance				
General Goals:				
<ul style="list-style-type: none"> 1. Explain court judgments to victims and their families. 2. Advise victims of further safety measures that may be appropriate. 3. Assist victims with violations of court orders by contacting a defendant's probation officer of appropriate Assistant District Attorney to facilitate the issuance of a violation warrant. 4. Provide victims with contact phone number of DV Unit staff for future assistance, if necessary. 				
PERFORMANCE MEASURES	Actual FY 14-15	Objective FY 15-16	Projected FY 15-16	Objective FY 16-17
Effectiveness:	N/A			
<ul style="list-style-type: none"> • Victims of successfully prosecuted cases leave court empowered by the experience of seeing their abusers held accountable. • Victims do not leave the court confused about court orders and judgments. 				
Efficiency:	N/A			
<ul style="list-style-type: none"> • Victims know when to return and what to do if cases are continued and, therefore, are more apt to be present at proceeding court dates. • Victims are more likely to seek counseling. 				
Workload Indicators:	N/A			
<ul style="list-style-type: none"> • Number of domestic violence victims enrolled in victims' counseling at Family Services. • Dismissal of cases reduced due to victim's not being aware of continued court dates. 				
FY 15-16 Program Accomplishments:				
<ul style="list-style-type: none"> • More victims of domestic violence are seeking counseling to assist them in breaking the cycle of abuse in their lives. • Victims are less likely to tolerate further incidents of abuse. 				
FY 16-17 Key Objectives:				
<ul style="list-style-type: none"> • Increase follow up calls to victims after disposition of cases. • Increase contact with victims and witnesses between case continuances. 				

JULY 1, 2015

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 District Attorney's Domestic Violence Unit.
4. City funds shall not be used to pay for private club memberships.

JULY 1, 2015

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 Domestic Violence Unit.
2. The Grantee will submit a copy of its 2014-2015 Return of Organization Exempt From Income Tax (IRS Form 990) to the City on behalf of the District Attorney's 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 Domestic Violence Unit.
4. The Grantee will submit quarterly narrative reports of the activities performed by the grantee in accomplishing its fiscal year 2015-2016 Work Program to the City on behalf of the District Attorney's 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.

DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT

JULY 1, 2015

EXHIBIT E: CERTIFICATE IN LIEU OF CORPORATE SEAL


I certify that I am the secretary to the Board of Directors for the 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

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

6/14/2016

Date


Director of Finance