

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JULY 27, 2015

AGENDA ITEM NUMBER: 10

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. Audrey Watts, Jr./cdh
COUNTY MANAGER

DATE: July 22, 2015

**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 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 \$42,750.00 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 Forsyth County Board of Commissioners.

Adopted this the 27th day of July 2015.

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 _____, 2014,
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 2014-2015, ^{in an amount} not to exceed the amount of
\$42,750 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} 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 ^{alterations}~~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.

Dh

(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} 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, 2015. 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: In accordance with the Reclaim Act, Session Law 2013-418, and Article 2 of Chapter 64 of North Carolina General Statutes, the Grantee must execute, either before or simultaneous with this contract, the attached E-Verify Affidavit attesting to: (i) its compliance with E-Verify or the non-applicability of the E-Verify requirements due to an employee population of less than 25 employees in North Carolina; and (ii) its subcontractors' compliance with E-Verify or the non-applicability of such due to an employee population of less than 25 in North Carolina. Said Affidavit is attached hereto and incorporated herein. A violation of this provision or the E-Verify requirements shall be just cause for the City to terminate this contract. Any contract entered into without an executed E-Verify affidavit shall be void;

(15) The City may, with reasonable notice, have access to the ^{District Attorney's Domestic Violence Unit's nonconfidential} organization's personnel and  financial records to conduct due diligence reviews of operations;

(16) 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

Renee L. Phillips, City Secretary (SEAL)

BY: _____
Lee D. Garrity, City Manager

ATTEST

DISTRICT ATTORNEY'S DOMESTIC VIOLENCE
UNIT

, Secretary (SEAL)

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

ATTEST

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

DR

Carla D. Holt
Clerk to the Board

BY: _____
David R. Plyler, Chairman

JULY 1, 2014

EXHIBIT A: BUDGET FOR FY 14-15

EXPENDITURES

**BUDGETED
2014-2015**

Please see Attached Budget

REVENUES

**BUDGETED
2014-2015**

Please see Attached Budget

Operating Budget Summary

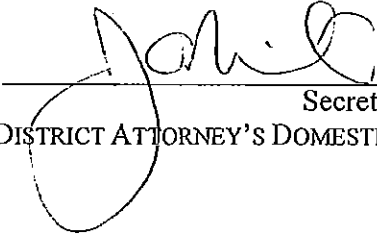
Organization Name:			
	<u>Budgeted</u>	<u>Projected</u>	<u>Requested</u>
	<u>FY 13-14</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
Expenditures by Program			
Program Services			
Fundraising			
Management and General			
Total			
	<u>Budgeted</u>	<u>Projected</u>	<u>Requested</u>
	<u>FY 13-14</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
Expenditures by Category			
Personnel			
Employee Salaries and Wages			
Employee Benefits			
Subtotal, Personnel			
Operating Expenditures			
Facility Rent and Utilities	18,572	18,572	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	156,928	156,928	156,928
Other Operating Expenditures			
Subtotal, Operating Expenditures			
Capital Outlay			
Total	175,500	175,500	178,928
	<u>Budgeted</u>	<u>Projected</u>	<u>Requested</u>
	<u>FY 13-14</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
Revenues by Category			
City of Winston-Salem	41,670	40,670	42,670
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			
Parent Organization			
Other	18,572	18,572	18,572
Total	175,500	174,590	176,580

DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT

JULY 1, 2014

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

JULY 1, 2014

EXHIBIT B: WORK PROGRAM FOR FY 14-15

Please see Attached Activity Information

Performance Information by Activity					
Organization Name: DISTRICT ATTORNEY'S DOMESTIC VIOLENCE UNIT					
ACTIVITY DOMESTIC VIOLENCE COURT (3C DISTRICT COURT)					
<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 Measurements		Actual	Objective	Projected	Objective
Effectiveness:		<u>12-13</u>	<u>13-14</u>	<u>13-14</u>	<u>14-15</u>
<ul style="list-style-type: none"> • Increase in percentage of "guilty" convictions 		77%	80%	78%	80%
Efficiency:					
<ul style="list-style-type: none"> • 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. 					
Workload Indicators:		2	0	0	0
<ul style="list-style-type: none"> • Number of domestic violence homicides in 2013 (City of Winston-Salem) 					
FY 13-14 Program Accomplishments:					
<ul style="list-style-type: none"> • In 2013 the percentage of successful prosecutions increased to from 74% to 77%, indicating offender accountability. 					
FY 14-15 Key Objectives:					
<ul style="list-style-type: none"> • Increase successful prosecution of domestic violence offenders • Better prepare victims for court 					

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				
Performance Measurements				
Effectiveness:	Actual	Objective	Projected	Objective
	12-13	13-14	13-14	14-15
<ul style="list-style-type: none"> Decrease in number of cases dismissed due to victims not appearing in court as state's witness 	21%	17%	18%	15%
Efficiency:				
<ul style="list-style-type: none"> Increase in percentage of misdemeanor level cases prosecuted 	77%	80%	80%	85%
Workload Indicators:				
<ul style="list-style-type: none"> Number of cases docketed in court (Domestic Violence cases, 3C District Court) averages 360 per month. 	2346			
FY 12-13 Program Accomplishments:				
The conviction rate of domestic violence offenders has increased from 30% in 1997 to 77% in 2012. (DA's DV Unit implemented 1997)				
The dismissal rate of domestic violence cases due to victims not present in court was 21% in 2013 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.				

EXHIBIT B					
Performance Information by Activity					
Organization Name: DISTICT ATTORNEY'S DOMESTIC VIOLENCE UNIT					
Activity: AFTER COURT VICTIMS' ASSISTANCE					
Goals:					
<ol 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 via contacting defendants probation officer or appropriate ADA to facilitate issuance of violation warrant 4. Provide victims with contact phone number of DV Unit staff for future assistance if necessary 					
Performance Measurements		Actual	Objective	Projected	Objective
Effectiveness:		<u>12-13</u>	<u>13-14</u>	<u>13-14</u>	<u>14-15</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>					
Efficiency:					
<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>					
Workload Indicators:					
<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>					
FY 13-14 Program Accomplishments:					
<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>					
FY 14-15 Key Objectives:					
<p>Increase follow up calls to victims after disposition of cases</p> <p>Increase contact with victims and witnesses between case continuances</p>					

JULY 1, 2014

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 Domestic Violence Unit. *DA*
4. City funds shall not be used to pay for private club memberships.

JULY 1, 2014

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. *sh*
2. The Grantee will submit a copy of its 2013-2014 Return of Organization Exempt From Income Tax (IRS Form 990) to the City on behalf of the District Attorney's Domestic Violence Unit. *sh*
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. *sh*
4. The Grantee will submit quarterly narrative reports of the activities performed by the grantee in accomplishing its fiscal year 2014-2015 Work Program to the City on behalf of the District Attorney's Domestic Violence Unit. *sh*
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. *sh*

STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT FOR THE
CITY OF WINSTON-SALEM

COUNTY OF FORSYTH

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf
of _____ (the contract awardee hereinafter "Employer") being first
duly sworn, hereby depose and state as follows:

1. I am at least eighteen years of age and I am familiar with the matters set forth in this affidavit.
2. I am _____ (insert title) of/for the Employer and that I am
authorized to state and do hereby certify, on behalf of the Employer, the following:
 - (a) The Employer understands that pursuant to the Reclaim Act, Session Law 2013-418, the City of Winston-Salem ("City") is prohibited from entering into any contract with a private entity ("contractor") unless that contractor and that contractor's subcontractors have complied with E-Verify, which is a federal web-based system/program currently operated by the United States Department of Homeland Security in partnership with the Social Security Administration used to verify the legal employment status of newly hired employees, as required by Article 2, Chapter 64 of the North Carolina General Statutes.
 - (b) The Employer is a person, business entity or other organization that transacts business in this State and (i) ____ employs 25 or more employees in North Carolina and is in compliance with E-Verify (G.S. § 64-25 et. al.) or (ii) ____ does not employ 25 employees in North Carolina. (Place an "X" in the appropriate blank)
 - (c) The subcontractors of the Employer that: (1) employ 25 or more employees in North Carolina are in compliance with E-Verify and Employer will monitor for subcontractors' compliance with E-Verify; and (2) employ less than 25 employees in North Carolina are so noted the attached E-Verify form labeled as Exhibit#1.
 - (d) Employer will ensure compliance with E-Verify by any subsequently hired subcontractors.
3. All of the statements contained in this affidavit are true and accurate.

This the ____ day of _____, 20__.

Signature of Affiant

State of _____

County of _____

Sworn to and subscribed before me this the ____ day of _____, 20__.

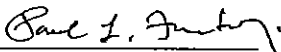
My commission expires: _____ (SEAL)

Notary Public

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

6/3/2015

Date


Director of Finance