

FORSYTH COUNTY

BOARD OF COMMISSIONERS

10

MEETING DATE: OCTOBER 10, 2019

AGENDA ITEM NUMBER: _____

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND LEGAL AID OF NORTH CAROLINA, INC., TO FUND TWO POSITIONS TO ADDRESS DOMESTIC VIOLENCE CASELOADS IN THE 21ST PROSECUTORIAL DISTRICTS

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

Throughout the past several fiscal years, as grant funding has gone away, the Forsyth County Board of Commissioners has funded several positions to address domestic violence in Forsyth County. The FY20 Adopted Budget reduced the number of positions funded by local dollars as one grant was not renewed and Family Services, Inc., agreed to fund two positions that had previously been funded by the County.

The County has contracted with Legal Aid of North Carolina, Inc., to fund a Full-Time Bilingual Paralegal position as well as a part-time Attorney for the past several years and these funds are included in the FY20 Adopted Budget. The combined cost of both contracts is \$73,400, \$30,000 for the Full-Time Bilingual Paralegal and \$43,400 for the part-time Attorney, which exceeds the \$50,000 limit on contracts the County Manager is authorized to sign without approval from the Board of Commissioners.

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS* DATE: October 3, 2019
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
FORSYTH COUNTY AND LEGAL AID OF NORTH CAROLINA, INC., TO
ADDRESS THE EXPANDING DOMESTIC VIOLENCE CASELOADS IN
THE 21ST PROSECUTORIAL DISTRICT**

WHEREAS Forsyth County has appropriated funds for Legal Aid of North Carolina, Inc., to hire a Bilingual Paralegal and a part-time Attorney to address the expanding domestic violence caseloads in the 21st Prosecutorial District; and

WHEREAS under the terms of the agreement, Forsyth County agrees to pay Legal Aid of North Carolina, Inc., the amounts specified therein to hire a Bilingual Paralegal and a part-time Attorney, and Legal Aid of North Carolina, Inc., agrees to administer the funds for these positions;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreements between Forsyth County and Legal Aid of North Carolina, Inc., for Legal Aid to hire a Bilingual Paralegal, in an amount not to exceed \$30,000, and a part-time Attorney, in an amount not to exceed \$43,400, to address the expanding domestic violence caseloads in the 21st Prosecutorial District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years, for a maximum of three years duration, if these services are necessary.

Adopted this the 10th day of October 2019.

STATE OF NORTH CAROLINA

AGREEMENT FOR THE GRANT OF FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 1st day of July, 2019, by and between Forsyth County, North Carolina (the "County"), and Legal Aid of North Carolina, Inc. (the "Grantee");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee hereby agree as follows:

1. Services. The Grantee shall provide assistance for victims of domestic violence through the services of a full-time bilingual Paralegal with the Safe on Seven program. Duties include working with attorneys and victims in the process of obtaining protective orders, assigning domestic violence cases to staff attorneys, and assist victims through legal processes. County grant funds are to be used for operating expenses of the aforementioned position.

2. Term. The services of the Grantee shall begin on July 1, 2019, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2020.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the sum of \$30,000, payable in installments. The Grantee shall send the County quarterly invoices for services rendered during the preceding 90 days. Provided that the Grantee has provided all such Reports as required in Section 5, the County shall pay all such bills within the following 30 days provided all elements of the Agreement are satisfactorily met.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all

equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. In each invoice presented to the County for payment, the Grantee shall specifically list all such Services completed in the period for which payment is sought; report of activities and programs indicating the amount of progress toward meeting the objectives for the fiscal year; report showing the number of participants or clients of GRANTEE programs.

When the Grantee has completed its Services, but in no event later than 6/30/2020, the Grantee shall provide a complete Report containing a summary of its Services completed and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. 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 County. The Grantee agrees that the County 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 County 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 County 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. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement or services provided pursuant to it.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Rene' Williams, Office Administrator
201 N. Chestnut St
Winston-Salem, NC 27101
williaar@forsyth.cc

For the Grantee:
Valene Franco
102 W 3rd St, Suite 460
Winston-Salem, NC 27101
valenef@legalaidnc.org

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could

render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years. If the Grantee experiences any material changes in its financial support or if there is any change which threatens its ability to carry out its mission or its Services set forth in Section 1, it must notify the County immediately.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GRANTEE

(SEAL)

By: _____

Printed Name: _____

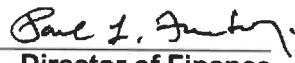
Title: _____

Date: _____

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

8/2/2019

Date



Director of Finance

STATE OF NORTH CAROLINA

AGREEMENT FOR THE GRANT OF FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 1st day of July, 2019, by and between Forsyth County, North Carolina (the "County"), and Legal Aid of North Carolina, Inc. (the "Grantee");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee hereby agree as follows:

- 1. Services.** The Grantee shall provide representation for victims of domestic violence through the services of a part-time Attorney with the Safe on Seven program. County grant funds are to be used for operating expenses of the aforementioned position.
- 2. Term.** The services of the Grantee shall begin on July 1, 2019, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2020.
- 3. Grant.** As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the sum of \$43,400, payable in installments. The Grantee shall send the County quarterly invoices for services rendered during the preceding 90 days. Provided that the Grantee has provided all such Reports as required in Section 5, the County shall pay all such bills within the following 30 days provided all elements of the Agreement are satisfactorily met.
- 4. Independent Contractor.** The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. In each invoice presented to the County for payment, the Grantee shall specifically list all such Services completed in the period for which payment is sought; a financial statement showing revenue and the source, and line item expenditures compared with the approved budget; report of activities and programs indicating the amount of progress toward meeting the objectives for the fiscal year; report showing the number of participants or clients of GRANTEE programs. When the Grantee has completed its Services, but in no event later than 6/30/2020, the Grantee shall provide a complete Report containing a summary of its Services completed and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

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201 N. Chestnut St
Winston-Salem, NC 27101
williaar@forsyth.cc

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Valene Franco
102 W 3rd St, Suite 460
Winston-Salem, NC 27101
valenef@legalaidnc.org

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IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GRANTEE

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

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

8/8/2019

Date

Paul L. Jambry
Director of Finance