

**MEMORANDUM OF UNDERSTANDING REGARDING TOWN OF CARRBORO
PARTICIPATION IN THE TOWN OF CHAPEL HILL'S CRIMINAL JUSTICE DEBT
PROGRAM**

This Memorandum of Agreement is entered into as of the ____ day of _____, 2021, by and between the Town of Carrboro, a North Carolina municipal corporation ("Carrboro") with the office for the conduct of its business located at 301 West Main Street, Carrboro, North Carolina 27510, and the Town of Chapel Hill, a North Carolina municipal corporation with its principal offices located at 405 Martin Luther King, Jr. Boulevard, Chapel Hill, North Carolina 27514 ("Chapel Hill").

The primary purpose of this MOU is to establish the terms and conditions for Carrboro's participation in the Chapel Hill Criminal Justice Debt Program.

WHEREAS, the Chapel Hill Town Council on January 22, 2020 established a Criminal Justice Debt Program to assist eligible persons with the payment of court, fees and costs as generally described in Attachment A (A Resolution to Establish the Chapel Hill Criminal Justice Debt Program); and

WHEREAS, Carrboro desires to participate in this program and to make the program available to Carrboro residents; and

WHEREAS, African-Americans are disproportionately represented in the criminal justice system due to historic and structural racism, making this a racial equity issue; and

WHEREAS, Carrboro and Chapel Hill each realize the potential benefits of working cooperatively in terms of cost savings and efficiencies in the operation and administration of the program.

NOW, THEREFORE, based on the premises and for good and valuable consideration, the receipt of which is acknowledged by the parties hereto, it is agreed as of the date first set forth above by Carrboro and Chapel Hill as follows:

1. The Town of Carrboro is authorized to participate in the Chapel Hill Criminal Justice Debt Program.
2. The Crisis Unit within the Chapel Hill Police Department will be responsible for operation and administration of the Criminal Justice Debt Program.
3. Carrboro shall make payment to the Town of Chapel Hill within 30 days, based on the submission of a monthly invoice detailing the service(s) provided to Carrboro

residents. The total amount to be paid to the Town of Chapel Hill shall not exceed \$7,500 during a fiscal year, unless this MOU is appropriately amended in writing by both parties.

4. Any funds disbursed shall be tracked using payment invoices created by Chapel Hill and submitted to Carrboro's Finance Officer for payment.
5. The Carrboro Police Department shall solicit and evaluate applications from Carrboro residents to determine initial program eligibility. Carrboro program eligibility for participation shall comply with the Program Eligibility criteria outlined in Attachment A. All applications and other data collection forms used by Carrboro shall be consistent with those used by Chapel Hill.
6. All Carrboro residents identified by the Carrboro Police Department as eligible for Program participation shall be forwarded to the Criminal Justice Debt Program Advisory Committee for review and approval for funding amount and activities to be funded.
7. Eligible activities to be funded by the Program include:
 - a. Post-conviction court fees and costs;
 - b. Deferred prosecution court fees and costs; and
 - c. NCDMV license restoration fees.
 - d. Fines and restitution payments imposed as part of sentencing are not eligible for funding.
8. Upon receipt of a program application from a Carrboro resident, the Carrboro Police Department will review the application for eligibility and secure all supporting documentation to be provided to the Advisory Committee for review and approval. The Chapel Hill Police Crisis Unit shall facilitate disbursement to the Court, NCDMV or another appropriate agency. (The use of the funds disbursed pursuant to this Agreement shall be limited to paying court costs, fees incurred by the program recipient.
9. Carrboro and Chapel Hill shall not represent itself as an agent or employee of the other. To the fullest extent permitted by laws and regulations, each party shall indemnify and hold harmless the other and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or arising out of or resulting from the performance of this MOU or the actions of the other or its officials, employees, or contractors under this MOU. This indemnification shall survive the termination of this agreement.
10. Chapel Hill and Carrboro agree to:

- a. Not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity.
 - b. Take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment throughout the implementation of this program regarding their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity.
- 11. This MOU may be amended only in writing by mutual agreement by both parties.
- 12. This MOU may be terminated with or without cause at any time by either party provided by written notice of a minimum of ninety (90) days.
- 13. The term of this agreement shall expire on June 30, 2021 unless further extended by written agreement of Carrboro and Chapel Hill.

WHEREFORE, the parties have put their hands this the ____ day of April, 2021.

TOWN OF CARRBORO

TOWN OF CHAPEL HILL

David Andrews, Town Manager

Maurice Jones, Town Manager

ATTEST

ATTEST

Title:

Title:

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

Carrboro Finance Director