

July 7, 2020

Gudrun Parmer
Criminal Justice Resource Center
326 E Main Street
Durham, NC 27712

RE: Grant to Durham County CJRC

Dear Ms. Parmer:

I am pleased to write on behalf of the North Carolina Justice Center ("NCJC") to inform you of our decision to grant the Criminal Justice Resource Center ("CJRC") of Durham County fifty thousand no/100 dollars (\$50,000) ("the Grant"). The purpose of the Grant is to provide immediate reentry supports, resources, and advocacy to people released from prison early as part of the Durham County District Attorney's Office early release and decarceration efforts in collaboration with NCJC and Durham County CJRC. At the discretion of Durham County CJRC staff, grant funds may be used to pay the following expenses for program participants: (i) housing, (ii) food, (iii) transportation, (iv) medical, (v) clothing, (vi) criminal justice debt and driver's license restoration fees, and (vii) other reasonable living expenses. The grant period will be 365 days from the execution of this agreement. Durham County CJRC shall maintain, and make available upon request and reasonable notice, a record of how Grant funds are distributed to or used on behalf of program participants.

Upon receipt of the countersigned original of this agreement, NCJC will issue the Grant to Durham County CJRC.

This agreement also serves to confirm that Durham County through its CJRC represents, warrants and agrees:

(1) that (a) Durham County CJRC has full power and authority to enter into this agreement and to perform its obligations hereunder; and (b) Durham County by and through CJRC will comply with the terms and conditions of this agreement;

(2) to the fullest extent permitted by law, to indemnify and hold harmless NCJC and its current and former board members, officers, staff members, assignees, agents, and licensees, from and against any losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages resulting from any claim or action arising out of Durham County CJRC's breach of any covenant, representation, or warranty in this agreement; and notwithstanding the foregoing, nothing contained therein shall be deemed to constitute a waiver of the governmental immunity of Durham County, which immunity is hereby reserved to Durham County; and

NCJC is making the Grant on the basis of the forgoing representations, warranties and covenants. In the event that Durham County CJRC violates any of the terms of such

representations, warranties or covenants, NCJC reserves the right to require Durham County CJRC to take such reasonable corrective action to protect NCJC's rights under this agreement.

Beyond the rights and obligations specifically stated or referenced in this letter, NCJC disclaims any legal right to control or otherwise influence Durham County CJRC's use of the Grant. Furthermore, it is expressly understood that by making the Grant, NCJC has no obligation to provide additional resources to Durham County CJRC.

The Grant will be paid in one installment.

This agreement is the entire agreement between Durham County CJRC and NCJC concerning the Grant and may be modified and waived only by a written agreement between Durham County CJRC and NCJC. Durham County CJRC acknowledges that it is not relying on any representations by NCJC except those set forth or referenced in this agreement, and that no other representations NCJC may have made in the past survive other than the ones specifically referenced in this letter.

Please sign below and return the executed original letter to Susan Dunn Land, Deputy Director, Finance and Facilities at NCJC, keeping a copy for your records.

On behalf of NCJC, I extend our best wishes for the success of Durham County CJRC and look forward to continuing to work with you.

Sincerely,



William Rowe
General Counsel

Agreed to and accepted on behalf of Durham County CJRC:

Signed:



Wendell M. Davis, Durham County Manager

Date:

July 21, 2020