

Durham City-County Interlocal Agreement For Continuation of the Gang Reduction Strategy

This is an Interlocal Cooperation Agreement (hereinafter "Agreement") between the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter "City"), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter "County"). This Agreement is made and entered into July 1, 2025 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

BACKGROUND

- A. Durham's Gang Reduction Strategy (hereinafter "GRS") developed as a response to recommendations from the Comprehensive Gang Assessment that was commissioned by the City and County and completed in November 2007. The Gang Assessment highlighted the need for a coordinated approach that includes prevention, intervention and suppression strategies to reduce criminal activity committed by gang members in Durham County.
- B. In order to achieve the goals set forth in the Gang Assessment and carry out the recommendation of the GRS Steering Committee, the City and County desire to combine expertise and resources to collaborate on the County's Project BUILD (Building Uplifting Improving Lives Daily) program, with a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served. The City will fund one outreach FTE (full-time equivalent), 1/3 of the annual cost of a bilingual outreach FTE, and make a financial contribution towards the Project BUILD program as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

SECTION 1. PROJECT BUILD COLLABORATION. Project BUILD is a critical component of Durham's Gang Reduction Strategy and its implementation was an important recommendation in the 2007 Gang Assessment. This program serves as a catalyst for positive growth, development and change in the Durham community. The program is dedicated to enhancing the lives of youth, between the ages of 10-21, with primary focus on gang and potential gang members. This is accomplished through linking youth with educational and employment resources, mentors, pro-social role modeling and encouragement in an effort to decrease negative activity and to increase productivity. These at-risk youth are identified and referred by various agencies such as the Durham County Juvenile Court, Truancy Court, School Counselors, and School Resource Officers.

With a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served, the City agrees to fund one full-time outreach position and 1/3 of the annual cost of a full-time bilingual outreach position for the Project BUILD program, and to contribute the sum set forth below to the County to be used towards additional annual costs of the Project BUILD program.

City-funded outreach FTE: The City-funded outreach FTE shall be a full-time County position with Project BUILD. Durham County is responsible for hiring and supervising this position. During this period, the City-funded FTE shall fulfill the duties and responsibilities as assigned by the Project BUILD / Bull City United Program Manager. The parties agree that the duties of the City-funded FTE shall not be expanded to include work outside of the Project BUILD program. The County shall have sole responsibility for any claims, damages or liability arising out of the City-funded FTE's employment, work, performance or activities under this Agreement. The City

will provide funds to the extent forth in Section 2 below for the County to pay the salary and benefits of this position. Durham County/Project BUILD will be responsible for all operating expenses associated with this position (mileage, phone, office space, etc.).

Jointly-funded bilingual outreach FTE: This jointly-funded bilingual outreach FTE shall be a full-time County position with Project BUILD. Durham County is responsible for hiring and supervising this position. The parties agree that this position shall be held by an individual who is fluent in Spanish, and that said individual will be assigned solely to Project BUILD work responsibilities. The County shall have sole responsibility for any claims, damages or liability arising out of this jointly-funded FTE's employment, work, performance or activities under this Agreement. The salary and benefits of the FTE bilingual outreach position will be funded as follows:

- i. 1/3 cost of salary/benefits paid by the City of Durham not to exceed the amount specified in Section 3 below;
1/3 cost of salary/benefits paid by Durham County;
1/3 cost of salary/benefits paid by grant funds and donations obtained by Project BUILD

Durham County/Project BUILD will be responsible for all operating expenses associated with this position (mileage, phone, office space, etc.).

Reporting to the City: The County shall submit a report to the City each quarter that provides details on the work performed by Project Build. Quarterly reports should include the activities, key performance indicators, and outcomes being reported to the County Manager or their designee. Reports shall be submitted to the City's Community Safety Department by the following dates:

- Report covering July 1 – September 30: due by October 31
- Report covering October 1 – December 31: due by January 31
- Report covering January 1 – March 31: due by April 30
- Report covering April 1 – June 30: due by July 31

SECTION 2. FINANCIAL CONTRIBUTIONS.

A. Project BUILD Funding.

One full-time position will be funded annually by the City of Durham to the County. The City of Durham will also pay to the County 1/3 of the annual cost of a bilingual outreach worker. In addition to providing the aforementioned funds, the City shall pay to the County a portion of the annual cost of the Project BUILD program. These costs are detailed in Exhibit A.

The County will be responsible for funding and supporting all additional costs associated with the Project BUILD program, including but not limited to the Project BUILD Program Manager, Project BUILD Lead Outreach Worker and 7 Outreach Workers (9.0 FTE), salaries and benefits, operating expenditures (supplies, travel, phones, etc.), office space, administrative support and oversight through Durham County Department of Community Intervention and Support Services. Future appropriations, if any, shall be approved by City Council and County Commissioners.

- C. Method of Payment.** The City shall pay the County on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the City's contribution set forth in 3A and 3B (as detailed in Exhibit A). Payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month, beginning **July 1, 2025**. In the event any of the positions which

the City is funding, in whole or in part, pursuant to this Agreement, are not filled by July 1, 2025, the County shall notify the City no later than June 27, 2025 and payments by the City to the County in support of the position shall not begin until the first day of the month in which the position has been filled and the monthly payments shall be adjusted accordingly. In the event any of the positions which the City is funding, in whole or in part, pursuant to this Agreement, become vacant during the term of this Agreement, the County shall notify the City immediately and advance payments in support of the position by the City to the County for the period of time in which the position is vacant shall be reimbursed to the City within 60 business days of receipt by the County and all future payments by the City to the County in support of the position shall cease until the position is filled.

SECTION 3. TERM AND TERMINATION. This Agreement shall be effective upon execution and shall renew annually as appropriated in the annual budgets of the City and County unless otherwise terminated (the "Term"). The Agreement may renew up to a total of 5 one-year terms. The Agreement shall not extend beyond June 30, 2030. This Agreement may be terminated by either party as of the end of any fiscal year, upon six (6) months' notice given in writing prior to the intended date of termination.

Effect of Termination. Upon termination of this Agreement for any reason, (i) all outstanding invoices received for expenses incurred or obligated by the City or the County on or before the date of termination shall be paid, and (ii) the City's and the County's obligations hereunder shall be immediately terminated.

SECTION 4. APPOINTMENT OF PERSONNEL. Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the County Manager shall designate persons to carry out the County's obligations under this Agreement.

SECTION 5. E-VERIFY REQUIREMENTS. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

SECTION 6. IRAN DIVESTMENT ACT CERTIFICATION. Each party to this agreement certifies for itself that as of the date that this agreement is made and entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this agreement or to utilize on this agreement any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

SECTION 7. AMENDMENTS. This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and Board of County Commissioners shall be the final authority in approving all amendments.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

SECTION 9. ENTIRE AGREEMENT. This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

SECTION 10. CONTRACT NOT DIVISIBLE. This Agreement is not divisible. The obligations exchanged by the City and County under each part of this Agreement constitute consideration for each and every part of this Agreement.

SECTION 11. HEADINGS. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

SECTION 12. INSURANCE. The City and County agree to each cover its own risks for liability through either obtaining insurance or by self-insuring itself against any risk. Each shall furnish the other with evidence of such insurance, if any, upon request.

SECTION 13. INDEMNIFICATION. Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this ILA. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this ILA. This provision shall survive the termination of this ILA. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

COUNTY OF DURHAM

Monica Toomer, Clerk to the Board

Claudia Hager, County Manager

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

County of Durham Finance Director

ATTEST:

CITY OF DURHAM

Diana Schreiber, City Clerk

Bo Ferguson, City Manager

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

City of Durham Finance Officer