

## DURHAM CITY-COUNTY INTERLOCAL AGREEMENT FOR BULL CITY UNITED AND PROJECT BUILD

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 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

### **Background:**

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.

This Agreement supports two programs of Durham County's broader strategy to reduce gang and gun related violence: Bull City United (BCU) and Project BUILD.

BCU, based on the "Cure Violence" model was implemented in November 2016. The model also treats violence as a public health concern and is located in Durham County's Department of Community Intervention and Support Services.

The model includes "Violence Interrupters" and "Outreach Workers" who are trained and deployed to mitigate conflict on the street *before* violence occurs. They are credible messengers who are trusted members of the communities they serve, who use their street credibility to model and teach community members better ways of communicating and to resolve conflicts peacefully. Violence Interrupters and Outreach Workers collectively stop retribution and reduce gun violence that often emanates from a lack of communication.

Initially, Durham County used shootings and other gun-related crime data to identify and begin the program in the two census tracts, 13.01 and 14.00, with the highest incidents of violent crime per 1,000 people. The City of Durham provides additional funds under this Agreement for the BCU program to operate in additional census tracts.

In addition, the City and County also 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. 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 14-24, 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. The City will provide funding for additional outreach staff as outlined below and make a financial contribution towards the Project BUILD program as set forth

herein.

The City and County both desire to collaborate and combine resources for the purposes of addressing gun violence and increasing support for Durham youth at higher risk of violence through the County's Bull City United and Project BUILD program.

**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. DURHAM COUNTY OVERSIGHT AND RESPONSIBILITIES.**

**A. BCU and Project BUILD employees.** Bull City United and Project BUILD staff are employees of Durham County and will be located in the Department of Community Intervention and Support Services.

1. The County Manager, or their designee, will be responsible for the BCU and Project BUILD hiring process. The County shall perform reviews of program staff in accordance with the County's usual procedures.
2. The County shall have sole responsibility for any claims, damages or liability arising out of the City-funded BCU and Project BUILD employees' employment, work, performance or activities under this Agreement.
3. Notwithstanding the foregoing, nothing in this Agreement is intended to limit the County Manager's authority over City-funded BCU and Project BUILD employees.
4. City-funded BCU and Project BUILD employees will be defended and indemnified on the same basis as all County employees, and as between the City and the County, the County will assume liability for the City-funded employees under this Agreement.
5. The County shall provide the proposed budget of the City-funded Bull City United and Project BUILD staff and costs for following fiscal year to the Durham City Manager, or their designee, by March 1.

**B. County Funding and Service Areas.** Durham County is currently responsible, and shall continue to be responsible, for all salaries, benefits, and operating expenses (mileage, phone, office space, training, etc.) associated with BCU staffing in census tracts **13.01** and **14.00**. Staffing for these census tracts currently includes one (1) Program Manager, three (3) Violence Interrupters, and three (3) Outreach Workers.

**C. Quarterly Reporting to the City.** The County shall submit a report to the City each quarter that provides details of:

1. Work performed by City-funded Bull City United staff in the following four census tracts: 11.00, 13.04, 17.09, and 23.00.
2. Work performed by Project BUILD staff.

Quarterly reports shall include the activities, key performance indicators, and outcomes to the County Manager or their designee.

Report submission dates shall be as follows:

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

- D. Annual Presentation to the City.** In addition to the quarterly reports referenced in this Section, Durham County shall make a presentation to the City on Bull City United and Project BUILD at least annually. The presentation shall include a program overview and update on the accomplishments, challenges, and strategy details for each program. Additional presentations on Bull City United could be made if requested by the City or County.

**SECTION 2. CITY-FUNDED SERVICE AREAS.** In an effort to reduce gun violence and support youth at high-risk of involvement in gun related violence, the City is partnering with Durham County to support BCU and Project BUILD.

- A. Bull City United:** City funds will be used to increase Bull City United's service area from the original two census tracts to include the following four census tracts that are experiencing higher incidents of gun violence: **11.00, 13.04, 17.09, and 23.00**. The City will provide funds to Durham County, to the extent set forth in Section 3, for the County to pay the salary and benefits of certain BCU positions.
- B. Project BUILD:** 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 (fluent in Spanish) for the Project BUILD program. The City will also contribute the sum set forth below in Section 3 to the County to be used towards additional annual costs of the Project BUILD program.
- C. City funded positions:** City-funded BCU and Project BUILD staff shall be employees of the County, located in the Department of Community Intervention and Support Services.
1. City-funded positions under this Agreement shall fulfill the duties and responsibilities as assigned by the Director of the Durham County Community Intervention and Support Services Department.
  2. The parties agree that the duties of the City-funded staff under this Agreement shall not be expanded to include work outside of the BCU and Project BUILD programs.

### **SECTION 3. FINANCIAL CONTRIBUTIONS.**

- A. Bull City United.** The City shall pay the County for personnel expenses associated with BCU operating in census tracts **11.00, 13.04, 17.09, and 23.00**. Specifically, the Agreement includes funding for Durham County to hire and employ eighteen (18) full-time employees in the following positions to serve the above 4 census tracts:

- 1 Supervisor,
- 5 Outreach Workers, and
- 12 Violence Interrupters.

For Fiscal Year 2024–2025 the City shall pay the County up to the amount included in Exhibit A. City funding for contract renewal will be based on the proposed budget provided by County under Section 1(A)(5) of this Agreement and as appropriated in the annual budget of the City.

- B. **Project BUILD**. The City shall also pay for the following expenses in support of:
1. One full-time position will be funded annually by the City of Durham to the County.
  2. The City of Durham will also pay to the County 1/3 of the annual cost of a bilingual outreach worker.
  3. The City shall pay to the County a portion of the annual cost of the Project BUILD program.
  4. For Fiscal Year 2024-25, the City shall pay the County up to the costs detailed in Exhibit A. City funding for contract renewal terms will be based on the proposed budget provided by County under Section 1(A)(5) of this Agreement and as appropriated in the annual budget of the City.

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 and 2 Outreach Workers (3.0 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.

Any adjustments to the combination (number and/or type) of positions needed shall be communicated in writing to the City and agreed upon by both parties before the proposed change is implemented. The City's financial contribution is solely for the salary, benefits, and expenses of outlined herein.

**Method of Payment for Expenses Incurred**. 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 and as appropriated in the annual budgets of the City and County. Payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month, beginning July 1, 2024. 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, 2024, the County shall notify the City no later than June 27, 2024 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 4. 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, 2028. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. ENTIRE AGREEMENT.** 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 11. 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 12. 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.

**SECTION 13. 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 14. 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.

[SIGNATURE PAGE FOLLOWS]

**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 Wallace, Clerk to the Board

\_\_\_\_\_  
Dr. Kimberly J. Sowell, 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

\_\_\_\_\_  
Wanda Page, 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