

2022 Durham Cultural Roadmap Development
Interlocal Cooperation Agreement

This is an Interlocal Cooperation Agreement between City of Durham, a North Carolina municipal corporation (hereinafter "City"), and County of Durham, a political subdivision of the State of North Carolina (hereinafter "County"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The Date of this Interlocal Cooperation Agreement is March 31, 2023 (hereinafter "Agreement").

WITNESSETH:

WHEREAS, the City and County jointly adopted the 2004 Durham Cultural Master Plan and established the Cultural Master Plan Committee (later resolved by the City and the County as the Durham Cultural Advisory Board, (hereinafter the "DCAB")) to advise the City Council and County Commission on cultural matters, enhance Durham's cultural and arts landscape, maximize resources, and provide a coordinated vision and collaboration among a variety of community, cultural, civic, and business partners; and

WHEREAS, the City and County wish to support development of a new Durham Cultural Roadmap (hereinafter the "Roadmap") to replace the 2004 Durham Cultural Master Plan to further enhance Durham cultural and arts landscape, maximize resources, and provide a coordinated vision and collaboration among a variety of community, cultural, civic, and business partners; and

WHEREAS, the City and the County are willing to provide funding for Fiscal Year 2023, and are willing to provide personnel and administrative functions necessary to support development of the new Roadmap through the Cultural and Public Art Program (hereinafter "CPAP"), housed in the City's General Services Department, working in collaboration with County Engineering and Environmental Services, or such other department, office, or program of the City or County as the City Manager or County Manager may designate from time to time to support the DCAB and facilitate cultural arts programming and administration; and

WHEREAS, The City and County desire to vest the authority with the DCAB to represent, inform, and advise the City and County, as well as act as a community advocate in the development of the new Roadmap.

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

SECTION 1. CREATION AND PURPOSE

The City Council and the Board of County Commissioners hereby authorize the DCAB to establish a Cultural Roadmap Planning Group (hereinafter "CRPG"). The purpose of the CRPG is to advise the DCAB regarding the development of the Roadmap. The DCAB is a public body, and as such, shall be subject to the requirements of Chapter 132 and Article 33C of Chapter 143 of the General Statutes of North Carolina.

SECTION 2. POWERS AND DUTIES

The CRPG through the DCAB shall have the following powers and duties:

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- 55 A. Establish a Roadmap vision statement and CRPG rules of procedure.
- 56 B. Develop a scope of work for consultants contracted as subject matter experts to collect
- 57 data and generate Roadmap content and deliverables.
- 58 C. Ensure engagement of Durham residents is robust throughout the Roadmap
- 59 development process, through promoting and supporting activities and events that
- 60 maximize equity and inclusion of broad community input.
- 61 D. Communicate progress and solicit and iterate community input throughout the Roadmap
- 62 process.
- 63 E. Present the Roadmap, its immediate goals and its potential long-term impact, to all
- 64 sectors of the community.
- 65 F. Present the final Roadmap for adoption by the City and County.
- 66 G. Assess the effectiveness of the Roadmap development process.
- 67 H. Advise the DCAB on a plan for implementation of the Roadmap once adopted.

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69 SECTION 3. COMPOSITION OF CULTURAL ROADMAP PLANNING GROUP

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- 71 A. Appointment. The DCAB shall appoint volunteers to the CRPG. The CRPG shall consist
- 72 of volunteers broadly representing the Durham community. Attempts shall be made by
- 73 the DCAB to ensure that the appointments represent a cross section of the community
- 74 and reflect the interests of the County, City and cultural sector. All appointed volunteers
- 75 shall have equal rights regardless of whether the matters at issue are located inside or
- 76 outside the corporate limits.
- 77 B. Qualifications. CRPG volunteers shall meet those general qualifications specified by the
- 78 DCAB to ensure representation by a variety of community, cultural, civic, and business
- 79 partners.
- 80 C. Tenure. Volunteers may serve until such time as the Roadmap has been adopted by
- 81 the City and County. Vacancies shall be filled by the DCAB as needed to ensure broad
- 82 community support and input.
- 83 D. Compensation. Volunteers shall serve without pay.

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85 SECTION 4. ORGANIZATION AND MEETINGS

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- 87 A. The DCAB may appoint two CRPG co-chairpersons.
- 88 B. The DCAB may additionally appoint two or more ex officio CRPG co-chairpersons
- 89 representing the City Council and County Commission.
- 90 C. The DCAB may appoint additional group volunteers comprised of residents, youth,
- 91 artists/creatives, and business and cultural institution contributors.
- 92 D. The CRPG shall adopt rules of procedure to include an attendance and ethics policy in
- 93 accordance with City or County policy.
- 94 E. The CRPG shall meet as needed throughout the term of the Agreement, or until such
- 95 time as the Roadmap has been adopted by the City and County.
- 96 F. The CRPG shall submit a written report monthly to the DCAB of its activities for inclusion
- 97 in the minutes of each DCAB meeting.

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99 SECTION 5. IMPLEMENTATION OF THE CULTURAL ROADMAP DEVELOPMENT

100 PROCESS

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- 102 A. Responsibilities of the CRPG through the DCAB. The CRPG through the DCAB shall
- 103 work to develop the Roadmap and create an effective process that will:
 - 104 i. Robustly engage both the public and private sectors in developing the Roadmap
 - 105 through the stewardship of an informed, committed, empowered CRPG.

- 106 ii. Utilize the Roadmap Development Budget effectively and efficiently to support
107 necessary administration while centering authentic and robust community
108 engagement.
109 iii. Incorporate multiple phases of review and feedback to gauge and assess the
110 effectiveness of the proposed Roadmap development process and the proposed
111 Roadmap as it is developed.
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- 113 B. Personnel. The City and the County will each designate a staff liaison to support the
114 work of the CRPG through the DCAB to develop the Roadmap. The staff liaisons will
115 work closely with the CRPG on the Roadmap development process. Responsibilities
116 of the staff liaisons shall include but not be limited to:
117 i. Provide ongoing public relations support for the Roadmap development process.
118 ii. Provide administrative support for the CRPG (preparing notes and agendas,
119 tracking attendance, facilitating advocacy efforts, coordinating and convening
120 meetings, facilitating ongoing internal and external communications.
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122 SECTION 6. FUNDING

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- 124 A. County and City Contributions. The County shall provide an amount not to exceed one
125 hundred fifty thousand dollars (\$150,000) to the City, and the City shall provide one
126 hundred fifty thousand dollars (\$150,000) totaling \$300,00 in funding for the
127 development of the Roadmap (collectively the "Roadmap Development Budget") from
128 Fiscal Year 2023 funds.
129 B. Method of Payment by the County. Upon execution of this Agreement, the County
130 shall transfer to the City the sum of \$150,000 to be administered by the City's General
131 Services Department through the CPAP on behalf of the DCAB.
132 C. Budget and Expenditures. The Roadmap Development Budget for the Term of this
133 Agreement is attached hereto as Exhibit A and made a part hereof. The execution by
134 the City and County of this Agreement constitutes approval of the Roadmap
135 Development Budget as specified in Exhibit A. All expenditures shall be in accordance
136 with the provisions of this Agreement. It is acknowledged and agreed by both parties
137 that use of the Roadmap Development Budget is limited specifically to development
138 of the Roadmap and to those things for which this Agreement specifically allows the
139 Roadmap Development Budget to be used. The Roadmap Development Budget may
140 be used for expenses related to Roadmap creation, such as costs of consultants to
141 facilitate and contribute as subject matter experts, expenses related to public outreach
142 and community engagement to inform Roadmap content, marking or promotional
143 efforts to inform the community and foster broad public awareness and support, and
144 fundraising to support private sector investment in the Roadmap development
145 process.
146 D. Reconciliation. The City Manager and the County Manager, or their respective
147 designee, shall conduct a review and reconciliation of amounts paid and payable
148 under this Agreement. The goal of this reconciliation is to ensure that the City and
149 County contributed in the manner consistent with this Agreement. Such adjustments
150 or payments as may be necessary to effectuate the reconciliation agreed upon by the
151 City and the County shall be promptly made. Reconciliation may be completed up to
152 6-months post adoption of the Roadmap by the City and the County, however no later
153 than December 31, 2024.
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155 SECTION 7. TERM AND TERMINATION

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157 This Agreement shall be effective as of the date first written above and shall be in effect
158 through December 31, 2024 (the "Term").

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This Agreement may be terminated earlier by either party, upon six 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 shall be paid and existing project contract or other obligations fulfilled, (ii) the CRPG shall be immediately dissolved, and (iii) the City's and the County's obligations hereunder shall expire except for any existing or continuing contract or grant obligations put into effect pursuant to this Agreement. Except as noted above, upon termination and in accordance with the terms of the annual budget and the project budget, all unused County funds shall be returned to the County. The City may elect to continue the CRPG and Roadmap as a City project, through a City ordinance.

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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

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

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217 ATTEST:

COUNTY OF DURHAM

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Monica W. Wallace, Clerk to the Board

Dr. Kimberly J. Sowell, County Manager

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

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234 ATTEST:

CITY OF DURHAM

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Diana Schreiber, City Clerk

Wanda S. Page, City Manager

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217 ATTEST:

COUNTY OF DURHAM

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221 Monica W. Wallace, Clerk to the Board



Dr. Kimberly J. Sowell, County Manager

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227 Budget and Fiscal Control Act.

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234 ATTEST:

CITY OF DURHAM

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238 Diana Schreiber, City Clerk



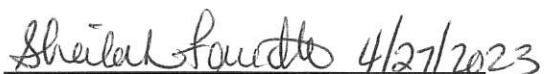


Wanda S. Page, City Manager

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247 Budget and Fiscal Control Act.

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Sheila Fowles 4/27/2023

**ELECTRONIC ROUTING APPROVAL FORM
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER
(THIS IS NOT A CONTRACT DOCUMENT)**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the LAST page of your scanned contract document. Indicate for the approvers that his/her "electronic signature" should be placed on THIS tracking form page and NOT the formal signature page requiring the ink pen signatures.
2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager (or designee), and (c) the City Clerk, you may begin to circulate at least 2 original hard-copy contract(s) for final ink pen signatures and acknowledgement.

-Fred Lamar 10-07-2010]

ONBASE CONTRACTING NO: 19779

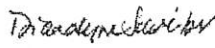
CONTRACT NAME: 2022 Durham Cultural Roadmap Development Interlocal Cooperation Agreement

The following electronic signatures are required for authorization of final ink pen signatures for hard-copy original contracts:

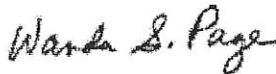
ATTEST:

CITY OF DURHAM

Attest:


Dianalynn Schreiber
City Clerk - Durham, NC

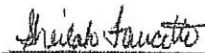




By: Wanda S. Page
City Manager

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

preaudit certificate, if applicable



Finance Officer - Sheila Faucette

**EXHIBIT A
CULTURAL ROADMAP DEVELOPMENT BUDGET**

EXPENSE DESCRIPTION	SOURCE DESCRIPTION	ANTICIPATED SOURCES	ANTICIPATED USES
PROFESSIONAL SERVICES (Engagement and Outreach, Document Creation, Data Analysis, Graphic Design, Presentations, etc.)	City/County FY23 General Fund Allocation	\$295,000	\$330,000
GENERAL & ADMINISTRATIVE (Office Supplies, Printing, Copying, etc.)	City/County FY23 General Fund Allocation	\$5,000	\$5,000
MARKETING & COMMUNICATIONS (Fundraising, Surveys, Language Translation and Interpretation, Social Media, Web Presence, etc.)	Other Fundraising	\$65,000	\$30,000
TOTAL SOURCES/USES		\$365,000	\$365,000