

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DURHAM AND THE COUNTY OF DURHAM
TO FUND COMMUNITY SOLUTIONS CONSULTING WORK ON
HOMELESSNESS STRATEGIC FRAMEWORK**

THIS INTERLOCAL AGREEMENT is entered into by the **CITY OF DURHAM**, a municipal corporation organized and existing under the laws of the State of North Carolina (City) and the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina, (County) together collectively the CITY and the COUNTY may be referred to as the "Parties." This Agreement shall be effective on 1st day of July , 2025 (the "Effective Date").

BACKGROUND

- A. Community Solutions will support the City and County of Durham through an initial planning process to develop a strategic framework to align and guide local efforts. Unlike a traditional strategic planning process, this effort will leverage the knowledge of the Built for Zero network to center on evidence-based strategies for reducing homelessness and the critical foundations to support that progress. The framework and planning process is nimble by design and follows the approach of improvement science, starting with identifying what the community is trying to accomplish and then ensuring strategies are aligned accordingly. Rather than trying to craft the perfect long-term plan, the focus will be on building a discipline of learning that can inform and adjust strategy as needed to meet the changing needs of solving homelessness. Community Solutions will engage in these efforts at the community and backbone-levels to build both the strategy and mechanism for implementation.
- B. This Agreement is made as an Interlocal Cooperation Agreement (ILCA) pursuant to the General Statutes of North Carolina at Chapter 160A, Article 20, Part 1.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this interlocal agreement is to establish the expectations for Durham County's financial contribution to the City of Durham to support the development of a strategic plan to combat homelessness.

**ARTICLE 2
TERM AND TERMINATION**

- A. **Term.** The initial term of this Agreement shall be from the effective date until March 31, 2026, unless terminated pursuant to this Article.
- B. **Termination.** The Parties agree that each Party may, without cause and in its discretion, terminate this contract for convenience by giving the other Party written notice of the termination, which shall be effective at the time indicated in the notice.

**ARTICLE 3
COUNTY AGREEMENTS**

The County agrees to convey its financial contribution in an amount not to exceed \$25,000 (the

"County Funds") to City of Durham within 30 days of the execution of the agreement.

ARTICLE 4 CITY AGREEMENTS

The City agrees to use the County Funds to pay Community Solutions for the services set forth in the Community Solutions Services Contract, dated June 25, 2025, attached as Exhibit A below (the "CSC Contract"). The City will provide an accounting or proof of this contribution to the County upon reasonable request.

ARTICLE 5 MISCELLANEOUS

The Parties agree:

- A. Headings.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- B. 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.
- C. Amendments.** No modification or amendments of this Agreement will be valid or binding upon any Party unless in writing and signed by the Party against whom the modification or amendment is asserted.
- D. Entire Agreement.** This Agreement, including any attachments shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- E. E-Verify.** The Parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor, subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- F. No Third-Party Rights Created.** This agreement is intended for the benefit of the City and the County and not any other person.
- G. No Intent to Alter the CSC Contract.** The County is not a party or third-party beneficiary to the CSC Contract, and this agreement shall not be construed as amending the CSC Contract in any fashion.
- H. 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.

I. 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.

J. Notices. Notices under this agreement shall be delivered by US Mail, Electronic Delivery, or hand delivery to the contacts for the parties as provided herein:

To the CITY:
City of Durham
Attn: City Manager
101 City Hall Plaza
Durham, NC 27701

To the COUNTY:
County of Durham
Attn: County Manager
200 East Main Street, 4th Floor
Durham, NC 27701

With Copy to:
City Attorney's Office
City of Durham
101 City Hall Plaza
Durham, NC 27701

With Copy To:
County Attorney's Office
County of Durham
200 East Main Street, 2nd Floor
Durham, NC 27701

K. Reporting. To allow the County to satisfy any of its own reporting requirements and to ensure that the County is aware of the outcomes and results stemming from the use of the County's funds, the City agrees to provide quarterly updates to the County regarding the utilization of the funds provided and program outcomes achieved, using any templates or standards provided by the County.

L. Attachments. The following attachments are incorporated by reference for the purpose(s) set forth below. If there is a conflict between the attachment(s) and this agreement, the terms of this agreement shall govern.

- a. Exhibit A: Community Solutions Services Contract (incorporated solely for the purpose of establishing how the City shall use the County Funds)

M. Severability. In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have approved this Agreement and have caused it

to be signed by the County Manager by approval of the Board of County Commissioners and the City Manager by approval of the City Council duly attested, the year and day first written above.

CITY OF DURHAM

COUNTY OF DURHAM

BY: W. Bowman Ferguson, City Manager

BY: Claudia Hager, County Manager

ATTEST: _____
CLERK

ATTEST: _____
CLERK

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

Crystally Wright, Durham County Chief Financial Officer

Exhibit A: Community Solutions Services Contract