

Durham City-County Interlocal Agreement

Immigrant/Refugee Affairs

This is an Interlocal 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 Interlocal Agreement (hereinafter "Agreement"), effective as of April 1, 2022, is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The Parties previously entered into an Interlocal Agreement, dated July 1, 2021 (the "Past Agreement"). This Agreement shall supersede and replace the Past Agreement. The terms of this Agreement shall control.

Background:

The City and County desire to work together to jointly fund a City-County Immigrant/Refugee Affairs program and related initiatives to facilitate successful integration of immigrants and refugees into Durham's civic, economic, and cultural life experiences. The City and the County passed their respective FY22 budget with the intent to dedicate funding for personnel and operations for this new role.

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. The Parties previously entered into an Interlocal Agreement, dated July 1, 2021 (the "Past Agreement"). This Agreement shall supersede and replace the Past Agreement. The terms of this Agreement shall control.

SECTION 2. IMMIGRANT/REFUGEE AFFAIRS STAFF. One full-time individual will be hired by the County using appropriate County classification and compensation designations, to serve in the position of Refugee and Immigrant Affairs Coordinator (hereinafter "Position"). The Position will be domiciled in Durham County Cooperative Extension. Roles, duties and responsibilities are described in Exhibit A, Scope of Work. The incumbent will, among other things, serve as a community liaison to Durham's immigrant and refugee communities and collaborate with City and County departments, their committees, and community organizations to facilitate the communities' access to services and other resources that will allow immigrant and refugee persons to be fully integrated into Durham's cultural opportunities and civic processes. The Position will also advance opportunities to honor, acknowledge and celebrate the values, arts and entertainment of the various immigrants' and refugees' native lands.

SECTION 3. FUNDING

A. **Annual Budget.** An annual operations budget shall be prepared and approved by the parties. Operational budgets shall be approved by the County Commission and the City Council as a part of their regular annual budget process and funded equally between the County and City pursuant to the terms of this agreement.

B. **Method of Payment.** The City shall pay the County on a monthly basis an amount equal to one-twelfth (1/12) of the City's total, annual commitment and shall be reconciled with other interlocal payments on a regular basis by the chief financial officers (or designees) of the City and County.

C. **Reconciliation.** At the end of each fiscal year, the Finance Director of the City and the Finance Director of the County shall meet to conduct a review and reconciliation of amounts paid and payable

under this Agreement. The goal of this reconciliation is to ensure that the City and county contributed equally to the costs of personnel and operations related to the Immigrant/Refugee Affairs program and initiatives' budget. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the Finance Directors shall be promptly made. Reconciliation shall be completed prior to October 15 of each year.

SECTION 4. TERM AND TERMINATION. This Agreement shall be effective as of the date first written above and shall run through June 30, 2027, unless otherwise extended or terminated.

Unless otherwise decided by the parties, this agreement shall automatically renew on July 1, 2027 for an additional 6-year term. Termination by either party shall require 6-months written notice of the intent to terminate.

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 except for reconciliation as provided by Section 2.C.

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 County Commissioners shall be the final authority in approving all amendments.

SECTION 7. 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 8. 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 9. 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 10. 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 11. E-VERIFY COMPLIANCE. (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 12. IRAN DIVESTMENT ACT CERTIFICATION. Each party to this contract certifies for itself that as of the date that this contract is 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 contract or to utilize on this contract 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 13. NOTICE OF CITY POLICY. The City opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contracts.

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 caused by either party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. 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 Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and both parties reserve the same unto themselves.

SECTION 15. NOTICE OF COUNTY POLICY. The County opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

SECTION 16. NO THIRD PARTY RIGHTS CREATED. This Agreement is intended for the benefit of the City and the County and not any other person.

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.

Signatures:

Attest:

County of Durham

By: _____

Name: _____

Name: _____

Title: Clerk to the Board

Title: County Manager

Attest:

City of Durham

By: _____

preaudit certificate, if applicable _____

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Exhibit A – Scope of Work

Immigrant / Refugee Affairs Initiative will provide services to refugees and authorized immigrants and will extend services as permitted by state or federal law. The goals of the Immigrant/Refugee Affairs initiative will be primarily pursued through the activities of the new position: Immigrant and Refugee Affairs Coordinator. This is a joint Durham City-County position, serving the entirety of Durham, NC. Under general supervision of the Director of Cooperative Extension, the Immigrant and Refugee Affairs Coordinator will help integrate immigrants into Durham's civic, economic, and cultural life. The functions of the Immigrant and Refugee Affairs Coordinator will further the City and County's strategic objectives to build relationships with residents through people-focused programs and activities to foster community cohesion and residents' equitable participation in policy and decision-making that affect their communities.

Duties/Responsibilities

- Developing and implementing programs and activities to build relationships and partnerships with refugee and immigrant communities and organizations that serve such communities, including opportunities to voice their opinions and ideas with appropriate language access;
- Developing and implementing a collaborative immigrant & refugee affairs strategy to improve access to services and delivery; increase coordination, partnerships, and funding among community-based groups; and increase understanding of, and participation in, public programs;
- Conducting assessments and evaluations regarding the effectiveness of refugee and immigrant programming and projects;
- Planning and organizing meetings and educational workshops/activities;
- Coordinating with and serving as a liaison and resource to residents, community groups, and/or external agencies;
- Coordinating with and serving as a liaison to City and County departments and City/County leadership;
- Support City and County programs and departments in making improvements and/or adjustments that improve access by and connection to immigrants and refugee communities, including developing new initiatives and strategic approaches;
- Overseeing community outreach, education, employment, and recreational initiatives that foster engagement and inclusion for immigrant and refugee communities, including (but not limited to) youth, crime victims, and non-English speaking residents; and
- Advance opportunities to honor, acknowledge and celebrate the values, arts, and entertainment of immigrants' and refugees' native lands.

County/City Connections

- With the support of the County Manager and the City Manager, employee(s) of the Immigrant /Refugee Affairs Initiative will cultivate knowledge of and relationships with County and City staff and divisions and departments that interact regularly with immigrants and refugees.

- The County Manager and City Manager shall designate overall Points of Contact (PoCs) within the respective organizations for this agreement, and that primary PoCs shall ensure that directors of departments with significant interactions with immigrants and refugees identify one or more Points of Contact within their respective departments and/or divisions to be liaisons to the staff of the Immigrant / Refugee Affairs Initiative.

Reporting

- The Immigrant / Refugee Affairs Initiative shall provide City Council and the Board of County Commissioners with an annual update of their activities, achievements, and needs. This update should be provided in person at a meeting of either elected body and/or at a meeting of the Joint City-County Committee. Other or more frequent updates or reports may be requested as appropriate.
- The Immigrant and Refugee Affairs Coordinator should provide timely updates and information as needed to city/county leadership and both elected bodies of issues, concerns, or changes in policy and/or practice that create undue hardship or challenges for immigrant and/or refugee communities in Durham. As well, opportunities for celebration and acknowledgement of the activities and accomplishments of immigrant and refugee communities should be shared with the leadership and elected officials of the City and County.