

## **Durham City-County Interlocal Agreement Regarding the ICMA Fellowship Position**

This is an Interlocal Cooperation 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 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The Date of the Interlocal Cooperation Agreement is July 1, 2018 (hereinafter “Agreement”).

### **Background:**

The City and County, desire to work together to fund an International City/County Management Association (ICMA) Fellowship position for Fiscal Year 2018/19.

**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. ICMA FELLOWSHIP POSITION.** One full-time individual will be hired by the County using appropriate County pay classifications, to fill the ICMA Fellowship position, whose duties are further described in Exhibit A, attached hereto and incorporated herein (hereinafter “ICMA Fellow”). The position will work with various departments in the City and County as well as with community members and organizations to perform requested projects by City and County Management.

The City Manager and the County Manager, or their respective designees, will participate in the hiring process, and the final decision on hiring will be the joint responsibility of both Managers. The ICMA Fellow will be a County employee and will be located within the County Manager’s Office. The County shall perform reviews of the ICMA Fellow in accordance with the County’s usual procedures. The City shall have the opportunity to provide input into those reviews.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the County Manager’s authority over the ICMA Fellow, except that the ICMA Fellow shall be located in the County as provided above and shall have the responsibilities as provided in this Agreement. The ICMA Fellow 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 employee.

### **SECTION 2. FUNDING**

- A. Annual Budget. An annual budget shall be prepared and approved by the parties. The budget for FY 18-19 is attached hereto as Exhibit B. The execution by the City and County of this Agreement constitutes approval of the budget specified in Exhibit B.
- B. 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 half share of the approved annual

budget. The payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month.

- 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 insure that the City and County contributed equally to the costs of the ICMA Fellow 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 fiscal year.

**SECTION 3. TERM AND TERMINATION.** This Agreement shall be effective on July 1, 2018 and shall terminate on June 30, 2019.

**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. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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.

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

\_\_\_\_\_  
V. Michelle Parker-Evans, Clerk to the Board

\_\_\_\_\_  
Wendell Davis, 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

\_\_\_\_\_  
Ann D. Gray, City Clerk

\_\_\_\_\_  
Thomas J. Bonfield, 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**

## EXHIBIT A



**Durham  
County**  
North Carolina

**FLSA: Exempt**

**Job Code: C775**

### ***Management Analyst (ICMA Fellow)***

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#### **GENERAL DEFINITION OF WORK:**

Performs difficult professional and administrative work in support of City and County administrations and departments. Work assignments concern, but not limited to, budget preparation, policy administration, productivity measurement, fiscal accountability, effective use of resources and strategic planning; performs related work as required.

Work is performed under the direct supervision of the City Strategic Initiatives Manager and the County Strategic Initiative Manager. The Fellow also receives mentorship from executives at the City and County.

#### **TYPICAL TASKS:**

- Analyzes and evaluates existing and proposed administrative policies, practices, procedures, and techniques;
- Assists in budget preparation and performs analysis, including cost analysis, revenue forecasting, and capital project financing;
- Assists in the development of reports and studies through research and analysis, coordinating material from various sources, and writing and/or editing narratives;
- Researches, evaluates and prepares statistical, financial and demographic data for staff reports, studies, surveys and analyses;
- Prepares presentations for the County Commission, City Council and other groups;
- Researches and analyzes legislation affecting County, City or departmental policies, procedures and operations;
- Investigates, analyzes, develops, and prepares special projects and studies;
- Assists in the analysis and resolution of management information system problems and needs;
- Conducts research for cooperative or cost-sharing opportunities; and
- Performs related tasks as required.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

Thorough knowledge of the principles of public administration and strategic planning; strong business, analytical, planning, interpersonal and critical thinking skills; ability to analyze community and administrative issues or approaches and offer sound recommendations; ability to define objectives, assign priorities, and meet completion deadlines; ability to clearly communicate complex material in writing and verbally in a professional manner; the ability to make effective public presentations; ability to gather, analyze, and evaluate information and to prepare concise and informative reports; and the ability to effectively collaborate with government officials, community agencies, the general public, and others at all organizational levels.

**EDUCATION AND EXPERIENCE:** As defined annually by the International City/County Management Association.

**Exhibit B**

**BUDGET**

FY18-19 Costs for ICMA Fellow:

Salary	\$45,000
FICA (7.65%)	\$3,443
State Ret. (7.80%)	\$3,510
401K (5%)	\$2,250
ICMA Conference	\$2,200
State Conference	\$550
Benefits (Health, Dental, Vision, Life Ins.)	\$9,985
Total	\$66,938
Total for Durham County	\$33,469
Total for City of Durham	\$33,469