

**INTER-LOCAL AGREEMENT BETWEEN
DURHAM COUNTY AND THE CITY OF DURHAM
FOR JOINT FUNDING OF AN UNSHELTERED COORDINATING AGENCY**

THIS INTER-LOCAL AGREEMENT is entered into by the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina, (County) and the **CITY OF DURHAM**, a municipal corporation organized and existing under the laws of the State of North Carolina (City) and together collectively the COUNTY and the CITY may be referred to as the “Parties.” This Agreement shall be effective on the _____ day of _____, 2020 (Effective Date).

BACKGROUND

- A.** In June 2019 the Board of County Commissioners and the Durham City Council each endorsed a joint City-County Policy for Response to Encampments on Public Property (the “Encampment Response Policy”).
- B.** The Encampment Response Policy creates the role of Encampment Lead Agency, a homeless service provider to be contracted by the City to lead the City and County in the response process described in the Encampment Response Policy.
- C.** Through the endorsement of the Encampment Response Policy, the Board of County Commissioners and the Durham City Council set specific goals for ongoing engagement, outreach, and services for people experiencing unsheltered homelessness in Durham County.
- D.** In June 2019, County Continuum of Care (“CoC”) was notified that funding for engagement, outreach, and services for people experiencing unsheltered homelessness in Durham County (“Unsheltered Outreach and Case Management”) would be discontinued effective January 1, 2020.
- E.** In response to the notice regarding the loss of funding for Unsheltered Outreach and Case Management, the City of Durham Community Development Department (“CDD”), in its capacity as Lead Agency for the Durham City and CoC conducted an evaluation to assess the needs of the City and County in responding to unsheltered homelessness.
- F.** In October 2019, the Homeless Services Advisory Committee, the advisory body for the City of Durham and the County of Durham on matters related to homelessness, endorsed a plan for the City and the County to jointly fund an Unsheltered Coordinating Agency to meet the full needs determined by the CDD assessment.
- G.** The Board of County Commissioners and the Durham City Council have found that the funding of an Unsheltered Coordinating Agency to serve as the Encampment Lead Agency, provide Unsheltered Outreach and Case Management, and lead the CoC in responding to Unsheltered Homelessness is both necessary and expedient.

H. This Agreement is made as an Interlocal Cooperation Agreement (ILA) 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 ILA is to establish commitments and expectations by the City and County for the joint funding of an Encampment Lead Agency. At the outset, the Parties intend that the City will enter into and manage a thirty-month contract with a competitively selected entity to serve as the Unsheltered Coordinating Agency, which will be funded in equal amount by the City and the County. This ILA provides for renewals for the joint funding of an Encampment Lead Agency upon the same terms.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meaning:

- A. Unsheltered Coordinating Agency Request for Proposals.** The Request for Proposals issued by the City of Durham Community Development Department for an Unsheltered Coordinating Agency.
- B. Contractor.** An agency that enters into a contract to serve as the Unsheltered Coordinating Agency for Durham City and County as described in the Unsheltered Coordinating Agency Request for Proposals.

ARTICLE 3 TERM AND TERMINATION

- A. Term.** The initial term of this Agreement shall be for three (3) years from the Effective Date, unless terminated pursuant to this Article. At the end of the initial term, the Agreement shall renew automatically for an additional three (3) year term and it shall continue to renew automatically thereafter for additional three (3) year terms, unless terminated pursuant to this Article. Any renewals will be funded in an amount subject to budget allocations as approved by the governing bodies for the City and the County.
- 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 and at least ninety (90) days from the date notice is issued. If the County terminates this agreement before the end of a fiscal year, so long as the City has entered into an agreement with an organization to serve as the Unsheltered Coordinating Agency, the County will pay the City the remaining funds due under this agreement for the remainder of that fiscal year.

ARTICLE 4 COUNTY AGREES

The County agrees:

- A.** To transfer to the City up to \$79,000 in Fiscal Year 2019-2020 funds to match the City's investment in an Unsheltered Coordinating Agency at an amount (up to \$79,000) determined by the City based on applications submitted in response to an Unsheltered Coordinating Agency Request for Proposals. Upon execution of this Agreement, the County shall remit the entirety of Fiscal Year 2019-2020 funds due to the City under this Agreement.
- B.** To transfer to the City up to \$215,000 in Fiscal Year 2020-2021 funds to match the City's investment in an Encampment Lead Agency at an amount (up to \$215,000) determined by the City based on applications submitted by a request for proposals process managed by the City.
- C.** To transfer to the City up to \$215,000 in Fiscal Year 2021-2022 funds to match the City's investment in an Encampment Lead Agency at an amount (up to \$215,000) determined by the City based on applications submitted by a request for proposals process managed by the City.
- D.** For the remainder of the Term of this ILA, if renewed, the amount of funding provided by the County shall be a match to the City contribution in Article 5, Section G, determined by Unsheltered Coordinating Agency Request for Proposals and budget allocations as approved by the Durham County Board of County Commissioners.
- E.** To designate a County staff member to serve as the primary contact for the City on matters related to the Unsheltered Coordinating Agency contract (the "County Designee").
- F.** The County will provide funds described in Section A, B, and C to the County within thirty (30) business days of the City's request therefor, to be delivered by wire transfer to the account indicated by the City.
- G.** To fulfill County responsibilities during Encampment Response as specified in the City-County Policy for Responding to Encampments on Public Property.
- H.** That the primary purpose of the Unsheltered Coordinating Agency contract is to serve as the primary service provider for Durham's unsheltered homeless population. If this purpose is not being fulfilled due to implementation demands of the Encampment Response Policy, the County will work with the City to address this issue.

ARTICLE 5 CITY AGREES

The City agrees:

- A.** To use the County Funds during the Term in order to fund an Unsheltered Coordinating Agency for the City and County consistent with the scope provided in the Unsheltered Coordinating Agency Request for Proposals.
- B.** After Fiscal Year 2019-2020, the City will submit to the County an invoice no sooner than July 31 of each fiscal year, requesting 50% of funds due by the County to the City for that fiscal year and a second no sooner than January 31 requesting the balance.
- C.** Upon expiration of this Agreement, if the County Funds have not been used as described in Article 5, Section B above or are still in the possession of the City, the City shall return the County Funds to the County. If upon termination of the agreement, the City has not entered into an agreement with an organization to serve as the Unsheltered Coordinating Agency, the City will return the County Funds to the County.
- D.** To provide up to \$79,000 in Fiscal Year 2019-2020 funds to fund an Unsheltered Coordinating Agency at an amount (up to \$79,000) determined by the City based on applications submitted by a request for proposals process managed by the City.
- E.** To provide up to \$215,000 in Fiscal Year 2020-2021 funds to fund an Unsheltered Coordinating Agency at an amount (up to \$215,000) determined by the City based on applications submitted by a request for proposals process managed by the City.
- F.** To provide up to \$215,000 in Fiscal Year 2021-2022 funds to fund an Unsheltered Coordinating Agency at an amount (up to \$215,000) determined by the City based on applications submitted by a request for proposals process managed by the City.
- G.** For the remainder of the Term of this ILA, if renewed, the amount of funding provided by the City shall be determined by Unsheltered Coordinating Agency Request for Proposals and budget allocations as approved by the Durham City Council.
- H.** To work with Contractor to prioritize County requests regarding training, Encampment Response, and unsheltered outreach as defined in Unsheltered Coordinating Agency Request for Proposals. The City reserves the right to prioritize project activities in order to ensure that the contractor is able to meet the needs of Durham's unsheltered homeless population for Unsheltered Outreach and Case Management, which the City and County agree is the primary function of the Unsheltered Coordinating Agency.
- I.** To share with the County Designee quarterly performance reports provided by the Contractor as specified under the Unsheltered Coordinating Agency contract.
- J.** To notify the County Designee of any planned changes to project scope for the Unsheltered Coordinating Agency Contract and to solicit feedback from the County via the County Designee on these changes prior to amending the contract.
- K.** To present annually to the Joint City-County Committee on performance of the

Unsheltered Coordinating Agency and to make additional presentations regarding the Unsheltered Coordinating Agency at County request.

- L.** To fulfill City responsibilities during Encampment Response as specified in the City-County Policy for Responding to Encampments on Public Property.
- M.** If renewed, to coordinate any future processes for the Unsheltered Coordinating Agency Request for Proposals (RFPs), and to invite a representative of the County to participate in scoring proposals submitted via any RFPs issued by the City as a result of this Agreement.

ARTICLE 6 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. No Third Party Rights Created.** This contract is intended for the benefit of the City and the County and not any other person.
- G. 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.
- H. 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.

COUNTY OF DURHAM

BY: Wendell M. Davis, County Manager

ATTEST:_____

CLERK

CITY OF DURHAM

BY: Thomas J. Bonfield, City Manager

ATTEST:_____

CLERK