

**Durham City-County Interlocal Agreement
Regarding the City-County Youth Initiatives Manager
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 August 8, 2017 (hereinafter "Agreement").

Background:

The City and County desire to work together to jointly fund a City-County Youth Initiatives Manager tasked with assessing, aligning, and supporting youth programs provided and supported by the City and County for youth ages 5 to 24.

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. YOUTH INITIATIVES MANAGER POSITION. One full-time individual will be hired by the City using appropriate City pay classifications, to fill the City-County Youth Initiatives Manager position, whose duties are further described in Exhibit A, consisting of two pages, attached hereto and incorporated herein (hereinafter "Youth Initiatives Manager"). The position will work with City and County departments and other community organizations to assess and evaluate existing programs that serve youth ages 5-24; to promote greater alignment, coordination and youth engagement among these programs; and to support these programs by providing technical assistance and serving as a City/County staff liaison to major community youth initiatives.

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 Youth Initiatives Manager will be a City employee and will be located within the City Manager's Office. The City shall perform reviews of the Youth Initiatives Manager in accordance with the City's usual procedures. The County shall have the opportunity to provide input into those reviews.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the City Manager's authority over the Youth Initiatives Manager, except that the Youth Initiatives Manager shall be located in the City as provided above and shall have the responsibilities as provided in this Agreement. The Youth Initiatives Manager will be defended and indemnified on the same basis as all City employees, and as between the City and the County, the City will assume liability for the employee.

SECTION 2. FUNDING

- A. Annual Budget. An annual budget shall be prepared and approved by the parties. Budgets shall be approved by the City Council and County Commissioners as a part of the regular annual budget process and funded equally between the County and City pursuant to the terms of this agreement.

- B. Method of Payment. The County shall pay the City on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the County'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 Youth Initiatives Manager 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 as of the date first written above and shall terminate on June 30, 2022, unless otherwise extended (the "Term").

Unless otherwise mutually agreed to, this Agreement may be terminated by either party as of the end of any fiscal year, upon six (6) months of 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 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 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.

SECTION 12. 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 13. 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 14. 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.

ATTEST:

COUNTY OF DURHAM


V. Michelle Parker-Evans, Clerk to the Board


~~Wendell Davis, County Manager~~
Jodi Miller, Acting 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 Position Description

City-County Youth Initiatives Manager

MISSION

To promote alignment and youth engagement, provide support, and conduct assessment for programs provided and supported by the City and County of Durham for youth ages 5 to 24.

OBJECTIVES & EXPECTED OUTCOMES

Alignment & Engagement

- Identify existing channels for **engaging diverse youth voices in local policy-making**; develop recommendations for enhancing these channels or creating new ones
- Work with internal and external youth service providers to **develop and maintain communication tools** that connect youth and their families to youth-focused resources, including a centralized youth resources website or other online tools
- Supervise the operations of the City's **Office on Youth** division, including the Durham Youth Commission, and promote its coordination with other City and County programs
- Longer term goal (2-4 years): Develop **strategies and plans** that prioritize use of City and County resources for youth (building on existing program inventories and measures)

Support

- As appropriate, serve as **key City/County staff liaison** to major community youth initiatives (e.g., My Brother's Keeper, Made in Durham)
- Work with internal and external youth service providers to **assess the need for an intake center for youth in crisis** and (if needed) develop scenarios for City or County participation in such a center
- Assist City and County youth programs with facilitation, grant-writing, or other **technical assistance** needs
- Longer term goal (2-4 years): Identify opportunities to apply **innovation methodologies** to youth programs and services

Assessment & Evaluation

- Maintain **detailed map/inventory of youth programs** provided by and supported by the City and County
 - Conduct regular site visits of City and County youth programs to understand current operations and identify opportunities for collaboration between programs
- Develop or collect existing **outcome and performance measures** for youth programs
 - Develop formal data sharing relationships with nonprofit partners that receive City or County funds for youth programs
 - Report these performance measures in a format easily accessible to decision-makers and the public (dashboard) on a quarterly basis
 - Longer term goal (2-4 years): Develop or strengthen existing data sharing relationships with non-profit partners that do not receive local funds to help assess community-wide youth needs

Exhibit A, page 2

ROLE IN RELATIONSHIPS WITH EXTERNAL PARTNERS

City- and County-Supported Youth/Teen Programs Provided by Nonprofit Partners

- Gather performance measures and updates on project implementation on a quarterly basis
- Review new annual funding requests and provide advisory recommendations to City and County budget offices or managers' offices
- When possible, serve as a City/County representative on boards or steering committees

Example programs in this group:

- *Youth-focused Durham County Nonprofit Grant Recipients*
- *Made in Durham*
- *My Brother's Keeper*

Durham Public Schools

- Ensure that schools receive information about City and County youth programming (key communication channel for youth and their families)
- As relationship between Durham County and DPS evolves, may take role in following up on commitments made by DPS (e.g., data sharing with Durham County)

Other Youth/Teen Programs that Do Not Receive City and County Financial Support

- Maintain open lines of communication and share information
- Identify opportunities to collaborate on community initiatives, grants or events
- Over long term, seek to establish or strengthen existing data-sharing relationship to compile community indicators

POSITION REQUIREMENTS

- Bachelor's degree (Master's preferred)
- Minimum of three years of experience in coordination of youth services (five preferred)
- Experience in gathering, evaluating, and presenting program performance data
- Strong facilitation, community engagement, and/or project management skills, demonstrated through related experience



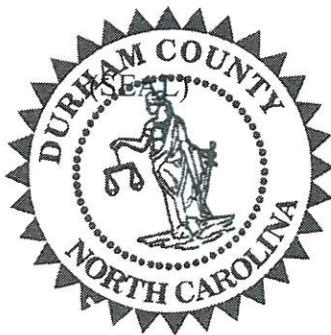
North Carolina
Durham County


CERTIFICATION

I, V. Michelle Parker-Evans, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved the proposed Durham City-County Interlocal Agreement Regarding the City-County Youth Initiatives Manager position.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 26th day of June, 2017.





V. MICHELLE PARKER-EVANS
County Clerk to the Board of County Commissioners