

Durham City-County Interlocal Agreement  
For Continuation of the Gang Reduction Strategy

This is an Interlocal Cooperation Agreement (hereinafter "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 and entered into July 1, 2020 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

Background:

Durham's Gang Reduction Strategy (hereinafter "GRS") developed as a response to recommendations from the Comprehensive Gang Assessment that was commissioned by the City and County and completed in November 2007. The Gang Assessment highlighted the need for a coordinated approach that includes prevention, intervention and suppression strategies to reduce criminal activity committed by gang members in Durham County.

The GRS Steering Committee is comprised of Durham's leadership. The Steering Committee conducts strategic planning and oversight of the implementation of the GRS core strategies as they relate to the Gang Assessment's recommendations.

In order to achieve the goals set forth in the Gang Assessment and carry out the recommendation of the GRS Steering Committee, the City and County desire to jointly fund a Gang Reduction Strategy Manager (hereinafter "GRS Manager") position tasked with coordinating the implementation of the Gang Assessment recommendations and other goals and strategies as directed by the GRS Steering Committee.

In addition to the GRS Manager, the City and County also desire to combine expertise and resources to collaborate on the County's Project BUILD (Building Uplifting Improving Lives Daily) program, with a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served. The City will fund one outreach FTE (full-time equivalent), 1/3 of the annual cost of a bilingual outreach FTE, and make a financial contribution towards the Project BUILD program as set forth herein.

**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. GANG REDUCTION STRATEGY MANAGER POSITION.** One full-time individual will be hired by the County using appropriate County pay classifications, to fill the GRS Manager position, whose duties are further described in Exhibit A attached hereto and incorporated herein. The position will provide a key role in working with the County's Criminal Justice Resource Center, City and County law enforcement, as well as with community members and organizations to implement the core strategies and recommendations of Durham's Gang Reduction Strategy county-wide. Work performed by the GRS Manager hereunder shall be under the general supervision of the Director of the Criminal Justice Resource Center.

The City Manager and the County Manager, or their respective designees, will participate in any hiring process, but the final decision on hiring will be the County Manager's. The GRS Manager will be a County employee and will be located within a County Department designated by the County Manager. The County shall perform reviews of the GRS Manager 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 GRS Manager, except that the GRS Manager shall be located in the County as provided above and shall have the responsibilities as provided in this Agreement. The GRS Manager 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. PROJECT BUILD COLLABORATION.** Project BUILD is a critical component of Durham's Gang Reduction Strategy and its implementation was an important recommendation in the 2007 Gang Assessment. This program serves as a catalyst for positive growth, development and change in the Durham community. The program is dedicated to enhancing the lives of youth, between the ages of 14-24, with primary focus on gang and potential gang members. This is accomplished through linking youth with educational and employment resources, mentors, pro-social role modeling and encouragement in an effort to decrease negative activity and to increase productivity. These at-risk youth are identified and referred by various agencies such as the Durham County Juvenile Court, Truancy Court, School Counselors, and School Resource Officers.

With a goal of improving efficiency and effectiveness and to increase the number of at-risk youths served, the City agrees to fund one full-time outreach position and 1/3 of the annual cost of a full-time bilingual outreach position for the Project BUILD program, and to contribute the sum set forth below to the County to be used towards additional annual costs of the Project BUILD program.

**City-funded outreach FTE:** The City-funded outreach FTE shall be a full-time County position with Project BUILD. Durham County is responsible for hiring and supervising this position. During this period, the City-funded FTE shall fulfill the duties and responsibilities as assigned by the Project BUILD / Bull City United Program Manager. The parties agree that the duties of the City-funded FTE shall not be expanded to include work outside of the Project BUILD program. The County shall have sole responsibility for any claims, damages or liability arising out of the City-funded FTE's employment, work, performance or activities under this Agreement. The City will provide funds to the extent forth in Section 3 below for the County to pay the salary and benefits of this position. Durham County/Project BUILD will be responsible for all operating expenses associated with this position (mileage, phone, office space, etc.).

**Jointly-funded bilingual outreach FTE:** This jointly-funded bilingual outreach FTE shall be a full-time County position with Project BUILD. Durham County is responsible for hiring and supervising this position. The parties agree that this position shall be held by an individual who is fluent in Spanish, and that said individual will be assigned solely to Project BUILD work responsibilities. The County shall have sole responsibility for any claims, damages or liability arising out of this jointly-funded FTE's employment, work, performance or activities under this Agreement. The salary and benefits of the FTE bilingual outreach position will be funded as follows:

- i. 1/3 cost of salary/benefits paid by the City of Durham not to exceed the amount specified in Section 3 below;  
1/3 cost of salary/benefits paid by Durham County;  
1/3 cost of salary/benefits paid by grant funds and donations obtained by Project BUILD

Durham County/Project BUILD will be responsible for all operating expenses associated with this position (mileage, phone, office space, etc.).

**SECTION 3. COMPREHENSIVE GANG ASSESSMENT.** The Gang Reduction Strategy Steering Committee will conduct a Comprehensive Gang Assessment, scheduled for completion in December 2021. Consultant services will be utilized to complete this project. The Comprehensive Gang Assessment is a critical component of the Office of Juvenile Justice and Delinquency Prevention Comprehensive Gang Model, which was adapted by Durham County and the City of Durham in 2007. The assessment will contain a significant amount of data surrounding gang prevention, intervention and suppression efforts in Durham, and will serve as a guide for our community's gang reduction efforts well into the next decade. Consultant services are needed to manage the process, gather/analyze data, create and administer surveys, work with multiple stakeholder groups throughout the process and develop the report narrative.

For fiscal year 2020/2021, the City and the County shall evenly split costs associated with completion of a Comprehensive Gang Assessment. The 50/50 cost share of associated costs for the Comprehensive Gang Assessment has been included in the City's and County's fiscal year 2020/2021 approved general fund budgets. Future cost sharing for assessments will be determined by mutual agreement by the City and County at which time this interlocal agreement shall be amended to reflect the mutual agreement.

#### **SECTION 4. FINANCIAL CONTRIBUTIONS.**

A. GRS Manager Funding. The full-time GRS Manager position and its associated operating costs shall be jointly funded by the City and County of Durham. The City of Durham shall pay to the County an amount not to exceed **\$54,782** towards personnel, training and operating expenses of the GRS Manager position. The County will be responsible for funding all additional costs associated with the GRS Manager. Future appropriations, if any, shall be approved by City Council and County Commissioners.

B. Project BUILD Funding.  
One full-time position will be funded annually, in an amount not to exceed **\$66,091**, by the City of Durham to the County. The City of Durham will also pay to the County 1/3 of the annual cost of a bilingual outreach worker, in an amount not to exceed **\$17,007**.

In addition to providing the aforementioned funds, the City shall pay to the County \$19,477 towards the annual cost of the Project BUILD program.

The City's annual contributions to the County towards Project BUILD will not exceed a total of **\$102,575**.

The County will be responsible for funding and supporting all additional costs associated with the Project BUILD program, including but not limited to the Project BUILD/ Bull City United Program Manager, Project BUILD Outreach Supervisor and 1 Outreach Worker (3.0 FTE), salaries and benefits, approximately \$8,000 in operating expenditures (supplies, travel, phones, etc.), office space, administrative support and oversight through Durham County Department of Public Health. Future appropriations, if any, shall be approved by City Council and County Commissioners.

**C. Comprehensive Gang Assessment Funding**

The City shall pay the County for 1/2 of consultant costs related to the assessment in an amount not to exceed **\$50,000**.

**D. 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 contribution set forth in 3A (1/12 equals **\$4,565**) and 3B (1/12 equals **\$8,548**) above. Payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month, beginning **July 1, 2020**. In the event any of the positions which the City is funding, in whole or in part, pursuant to this Agreement, are not filled by July 1, 2020, the County shall notify the City no later than June 27, 2020 and payments by the City to the County in support of the position shall not begin until the first day of the month in which the position has been filled. In the event any of the positions which the City is funding, in whole or in part, pursuant to this Agreement, become vacant during the term of this Agreement, the County shall notify the City immediately and advance payments in support of the position by the City to the County for the period of time in which the position is vacant shall be reimbursed to the City within 60 business days of receipt by the County and all future payments by the City to the County in support of the position shall cease until the position is filled. The City shall reimburse the County 50% of the expenditures incurred in FY21 associated with the Comprehensive Gang Assessment on or by June 30, 2021.

**SECTION 4. TERM AND TERMINATION.** This Agreement shall be effective as of the date first written above and shall renew annually as appropriated in the annual budgets of the City and County unless otherwise terminated (the "Term") or amended. This agreement may be terminated by either party as of the end of any fiscal year, upon six (6) months' notice given in writing prior to the intended date of termination. Amendments to this interlocal agreement will be presented to the governing bodies of the City and County for approvals as necessary to meet GRS's agreed upon goals per Section 8 of this agreement.

**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 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. E-VERIFY REQUIREMENTS.** (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 7. IRAN DIVESTMENT ACT CERTIFICATION.** Each party to this agreement certifies for itself that as of the date that this agreement is made and 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 agreement or to utilize on this agreement 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 8. AMENDMENTS.** This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and Board of County Commissioners shall be the final authority in approving all amendments.

**SECTION 9. 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 10. 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 11. 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 12. 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.

**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

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Monica Toomer, Clerk to the Board

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Wendell M. 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

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Diana Schreiber, City Clerk

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Wanda Page, Interim City Manager

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

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City of Durham Finance Officer