

**INTERLOCAL AGREEMENT FOR GPD TO PROVIDE A NAVIGATOR GRANT POSITION TO  
THE GUILFORD COUNTY FAMILY JUSTICE CENTER**

THIS AGREEMENT is hereby made between the **CITY OF GREENSBORO**, hereinafter referred to as “CITY” and the **COUNTY OF GUILFORD, NORTH CAROLINA** hereinafter referred to as the “COUNTY”;

**W I T N E S S E T H**

This AGREEMENT is made and entered into effective as of the 1st day of October, 2024 by and between the CITY, by and through its CITY Council, and the COUNTY, by and through its Board of Commissioners, pursuant to N.C. Gen. Stat. Chapter 160A Article 20, Interlocal Cooperation.

WHEREAS, the CITY desires to provide to the COUNTY a grant funded Navigator position for a pilot program;

WHEREAS, the COUNTY shall be reimbursed for the services of the Navigator grant position as set forth below and through a grant created by the CITY and the GREENSBORO POLICE DEPARTMENT through the use of North Carolina Drug Excise Tax proceeds;

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement as set forth in N.C. Gen. Stat. Chapter 160A Article 20, specifically N.C. Gen. Stat. § 160A-461, and the County Board of Commissioners and CITY of Greensboro CITY Council have ratified by resolution this Interlocal Agreement between CITY and COUNTY; and

WHEREAS, the CITY desires to engage the COUNTY to perform the professional services hereinafter described;

Therefore, the CITY and the COUNTY do mutually agree as follows:

1. Contractual Status. The CITY and COUNTY agree that the COUNTY shall perform the services required of the COUNTY herein set forth;
2. Time and Place of Performance. The effective date of this Agreement is **October 1, 2024** and the termination date is **September 30, 2026**.
3. Compensation. The CITY will reimburse the COUNTY for work performed by a Guilford County Family Justice Center (GCFJC) Navigator to provide assistance to juvenile and elderly citizens who are referred to the GCFJC by the Greensboro Police Department. The CITY will reimburse COUNTY for the annual cost of a GCFJC Navigator which is \$72,000 to be paid out in equal installments during each of the quarters of this Agreement. The services to be performed by the Navigator are described in paragraph 5 of this Agreement. The amount paid shall not exceed \$72,000 for each of the two years and thus \$144,000 for the full two-year term of this Agreement.

Funding for the services will be provided by the Greensboro Police Department’s North Carolina Drug Excise Tax proceeds. The contract is valid based on the availability of awarded grant funds.

4. Scope of Reimbursement. The COUNTY hereby agrees to submit quarterly invoices to the CITY for reimbursement of the services provided by the Navigator. The CITY will review invoices to deem reasonable and allowable expenditures under the scope of current CITY fiscal policy.
5. Scope of Service. The COUNTY will be responsible for providing a Navigator to assist with triaging referrals from the Greensboro Police Department. The Navigator will work closely with Greensboro Police Department and GCFJC partners to help victims of child abuse, domestic and sexual violence, and elder abuse access and utilize the full range of services available at the GCFJC. Navigator duties include

interviewing clients to determine appropriate services, assisting clients in navigating the various programs and services offered at the GCFJC, and providing follow-up case management and support.

COUNTY agrees to provide supplies, training, and ongoing supervision to the Navigator. As an employee of the COUNTY, the Navigator will abide by all laws, ordinances, codes, license requirements, and regulations required of other like employees employed by the COUNTY. The Navigator will at all times remain an employee of the COUNTY as set forth below. All equipment and supplies provided to the Navigator as part of the duties required under this Agreement shall remain the property of the COUNTY.

6. Invoice. Payments for the services rendered by the Navigator under this AGREEMENT will be made by the CITY to the COUNTY upon receipt of an original invoice from COUNTY which states the amount due and payable pursuant to Paragraphs 3 and 4 of this AGREEMENT.
7. Contract Administrator. Stephanie Moore, Greensboro Police Fiscal Administrator, is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the COUNTY'S performance, approving payment to the COUNTY, and for providing evaluation of the COUNTY's performance.
8. Funding. All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of the grant funds described above. This AGREEMENT shall automatically terminate if funds cease to be available.
9. Audit of Project Records. The COUNTY's project records pertaining to the Navigator may be audited by the CITY or duly authorized agents of either entity.
10. Taxes. For purposes of this Agreement, the COUNTY shall be considered an independent contractor and, as such, shall be responsible for all income and employment taxes pertaining to the Navigator. The COUNTY agrees to provide the CITY with the COUNTY's correct taxpayer identification number upon the execution of this AGREEMENT. The COUNTY agrees that failure to provide the CITY with a correct taxpayer number authorizes the CITY to withhold 20% of any amount due and payable under this AGREEMENT pursuant to the provisions of the Internal Revenue Code, Title 26, United States Code.
11. Antitrust Laws. This contract is entered into in compliance with all State and Federal antitrust laws.
12. Confidentiality. In order to effectively provide the services pursuant to this Agreement, the Parties agree that it will be necessary for the CITY and COUNTY to share and exchange protected information regarding minors, domestic violence and sexual assault victims and victims of elder abuse. The parties shall enter into Memorandum of Agreement regarding sharing this information to insure confidentiality and compliance with relevant state and federal law.
13. Liability. COUNTY shall operate as an independent contractor for all purposes under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the CITY and either the COUNTY or any employee or agent of COUNTY. COUNTY is an independent contractor and not an employee, agent, joint venturer or partner of the CITY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for their own liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. Nothing in this Agreement is intended as nor should be construed as waiving any immunity (including but not limited to governmental and/or public officials' immunity) nor any affirmative or other defense to which the CITY and COUNTY may be entitled to raise under Federal or State law. This Agreement does not establish a contractual right

to indemnification or contribution between the CITY and COUNTY. Instead, claims for indemnification or contribution, if any, shall be governed by North Carolina law.

14. Choice of Law and Forum. This AGREEMENT shall be deemed made in Guilford County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
15. Assignment, Successors and Assigns. Without the CITY's written consent, the COUNTY shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Without granting the COUNTY the right to assign, it is agreed that the duties of the COUNTY that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
16. Non-discrimination and Equal Opportunity. It is the policy of the CITY that the CITY opposes discrimination on the bases of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, COUNTY agrees that neither COUNTY nor its employees, agents, or others engaged by COUNTY shall discriminate against any person, whether employed by COUNTY or otherwise, for any basis stated herein. COUNTY further agrees to take affirmative action to ensure that its employees, agents, and others engaged by COUNTY shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, or others to be engaged by COUNTY or placed by or on behalf of COUNTY, COUNTY shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.
17. No Third Party Right Created. This AGREEMENT is intended for the benefit of the CITY and COUNTY and not any other person.
18. Modification. Further modification of this AGREEMENT is not valid unless signed by both parties and otherwise in accordance with requirements of law.
19. Termination. CITY, in its sole discretion, may terminate the AGREEMENT in whole or in part if CITY determines that said termination is in its best interest. Any such termination shall be affected by the delivery to COUNTY of a written notice of termination thirty (30) days before the effective date of the termination. The COUNTY may also terminate this Agreement in part or in whole if it determines that said termination is in its best interest with a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination under this Section, all obligations of either party which remain unexecuted are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. At the time of termination, COUNTY shall promptly deliver to CITY all services, goods, items and documents for which CITY has paid under this Agreement but which have not been delivered as if this Agreement had not been terminated. CITY shall pay in full for all goods, services completed, and expenses incurred by COUNTY up to and until the time of termination.
20. E-Verify. The COUNTY certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The COUNTY also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

21. No Investment Activities involving Iran: As of the date of this Agreement, COUNTY certifies that it is not listed on the Final Divestment and Do-Not-Contract List of Restricted Companies created by the State Treasurer pursuant to N.C.G.S. 147-86.80 and that the COUNTY will not utilize subcontractors found on the State Treasurer’s Final Divestment and Do-Not-Contract list
22. Israel Divestment. As of the date of this contract, COUNTY certifies that it is not listed on the Final Divestment and Do-Not-Contract List Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the COUNTY will not utilize subcontractors found on the State Treasurer’s Final Divestment and Do-Not-Contract list.
23. Entire Agreement. This AGREEMENT, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This AGREEMENT may be amended only by written amendments duly executed by the CITY and the COUNTY.

IN WITNESS WHEREOF, the CITY and the COUNTY have each executed the AGREEMENT, this the \_\_\_ of day \_\_\_\_\_, 2024.

CITY OF GREENSBORO

\_\_\_\_\_  
 Christian Wilson  
 Interim CITY Manager

WITNESSED and ATTESTED to by: \_\_\_\_\_  
 Angela Lord,  
 CITY Clerk

COUNTY OF GUILFORD

\_\_\_\_\_  
 Victor Isler  
 Assistant Guilford County Manager

Date: \_\_\_\_\_

WITNESSED and ATTESTED to by: \_\_\_\_\_  
 Robin Keller,  
 Clerk to the County Board of Commissioners  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Catherine Johnson  
 Guilford County Department Director  
 Date: \_\_\_\_\_