## INTERLOCAL AGREEMENT FOR A GUILFORD COUNTY FAMILY JUSTICE CENTER NAVIGATOR POSITION

THIS AGREEMENT is hereby made between the CITY OF HIGH POINT hereinafter referred to as "CITY" and the COUNTY OF GUILFORD, NORTH CAROLINA hereinafter referred to as the "COUNTY"; the CITY and the COUNTY are referred to herein each as a "Party" and collectively as the "Parties."

This AGREEMENT is made and entered into effective as of the 1st day of October, 2025 (the "Effective Date") 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 receive services from a Navigator employed by the COUNTY; the COUNTY shall be reimbursed for the services of the Navigator as set forth below using the CITY's equitable sharing funds and funds in the CITY's budget;

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 Guilford County Board of Commissioners and City of High Point City Council have ratified by resolution this AGREEMENT; and

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

**NOW, THEREFORE**, the CITY and the COUNTY do mutually agree as follows:

- 1. <u>Contractual Status.</u> The CITY and COUNTY agree that the COUNTY shall perform the services required of the COUNTY herein set forth.
- 2. <u>Time and Place of Performance</u>. The effective date of this AGREEMENT is **October 1**, **2025** and the termination date is **September 30**, **2027**.
- 3. Compensation. The CITY will reimburse the COUNTY for work performed by a Guilford County Family Justice Center (GCFJC) Navigator to provide assistance to homicide survivors and other victims of crime who are referred to the GCFJC by the High Point Police Department. The CITY will reimburse COUNTY in the amount of seventy-five thousand dollars (\$75,000.00) per year toward the cost of employing a Navigator, to be paid out in equal quarterly installments during each year of this AGREEMENT. The services to be performed by the Navigator are described in Paragraph 5 of this AGREEMENT. The amount paid by the CITY shall not exceed seventy-five thousand dollars (\$75,000.00) for any year under this AGREEMENT. The minimum yearly cost to the COUNTY for the Navigator position for the period of October 1, 2025 through September 30, 2026 ("Year 1") is ninety-nine thousand nine hundred three dollars (\$99,903.00), which includes salary, benefits, and operating expenses, and is subject to annual increases based on merit or other adjustments. The COUNTY will fund all costs exceeding the CITY's annual contribution.
- 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 for reasonable and allowable expenditures under the scope of current CITY fiscal policy. For the sake of clarity, the CITY's obligation to reimburse the COUNTY seventy-five thousand dollars (\$75,000.00) per year is expressly conditioned on services being provided by the Navigator for the entire year. If the Navigator provides services to the CITY and COUNTY for less than the entire year, the CITY shall reimburse the COUNTY a pro rata portion of the annual amount. For example, if the Navigator only provides services for three months in Year 1, the City's maximum reimbursement to the COUNTY for services rendered by the Navigator in Year 1 will be eighteen thousand seven hundred and fifty dollars (\$18,750.00).

5. Scope of Service. The COUNTY will be responsible for providing a Navigator to assist with triaging referrals from the High Point Police Department and to provide assistance to homicide survivors and other victims of crime throughout Guilford County. The Navigator will work closely with High Point 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. The Navigator will work on site at the Guilford County Family Justice Center at 505 E. Green Drive, High Point, NC 27260 and on site in the Violent Crimes Unit at the High Point Police Department located at 1730 Westchester Drive, High Point, NC 27262. This position will provide community-based navigation services in collaboration with the High Point Police Department and may respond as necessary to courtrooms, hospitals, crime scenes, and other sites. The Navigator will be expected to participate in GCFJC partnership and staff meetings, training, and outreach events. Up to 10 hours per week of the Navigator's assignments and tasks may be allocated at the COUNTY's discretion for GCFJC work not specifically related to the High Point Police Department. See Exhibit A attached hereto and incorporated herein by reference for a full job description of the Navigator position.

The COUNTY agrees to provide supplies, training, and ongoing supervision by the High Point Family Justice Center Manager 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. <u>Invoice</u>. 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. <u>Contract Administrator</u>. Erik Edwards 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 providing evaluation of the COUNTY.
- 8. <u>Funding.</u> All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of the CITY's equitable sharing funds and funds in the CITY's budget. This AGREEMENT shall automatically terminate if funds cease to be available.
- 9. <u>Audit of Project Records.</u> The COUNTY's project records pertaining to the Navigator may be audited by the CITY or duly authorized agents of either entity.
- 10. <u>Taxes</u>. 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. <u>Confidentiality.</u> 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 a Memorandum of AGREEMENT regarding sharing this information to ensure confidentiality and compliance with relevant state and federal law.

- 13. <u>Liability</u>. The 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 the COUNTY. The 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 to waive 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. <u>Assignment; Successors and Assigns.</u> 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 of this AGREEMENT. Without granting the COUNTY the right to assign, it is agreed that the duties of the COUNTY that arise out of this AGREEMENT 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, the COUNTY agrees that neither the COUNTY nor its employees, agents, or others engaged by the COUNTY shall discriminate against any person, whether employed by the COUNTY or otherwise, for any basis stated herein. The COUNTY further agrees to take affirmative action to ensure that its employees, agents, and others engaged by the 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 the COUNTY or placed by or on behalf of the COUNTY, the 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 the COUNTY and not any other person.
- 18. <u>Modification</u>. Further modification of this AGREEMENT is not valid unless signed by both parties and otherwise in accordance with requirements of law.
- 19. <u>Termination</u>. The CITY, in its sole discretion, may terminate the AGREEMENT in whole or in part if the CITY determines that said termination is in its best interest. Any such termination shall be affected by the delivery to the 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 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 by the CITY 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, the COUNTY shall promptly deliver to the 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. The CITY shall pay in full for all goods, services completed, and expenses incurred by the COUNTY up to and until the time of termination.

- 20. <u>E-Verify</u>. 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. Gen. Stat. § 147-86.58 and that the COUNTY will not utilize subcontractors found on the State Treasurer's Final Divestment and Do-Not-Contract list
- 22. No Boycott of Israel. As of the date of this contract, the COUNTY certifies that it is not listed on the Do-Not-Contract List Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C. § Gen. Stat. 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.
- 24. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to the County: Guilford County

Attn: Victor Isler, County Manager

301 W. Market Street Greensboro, NC 27401

If to the City: City of High Point

Attn: Tasha Logan Ford, City Manager

P.O. Box 230

High Point, NC 27261

Either Party may change its notice address by giving written notice of the change to the other Party in the manner specified above ten (10) days prior to the effective date of such change.

- 25. <u>Captions and Headings.</u> The captions and headings contained in this AGREEMENT are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this AGREEMENT or the scope or intent of any provision contained herein.
- 26. <u>Severability.</u> The invalidity of one or more phrases, sentences, clauses, or sections in this AGREEMENT shall not affect the validity of the remaining portions of this AGREEMENT, so long as the material purpose of this AGREEMENT can be determined and effectuated.

- 27. <u>No Waiver.</u> Any failure by either Party to enforce any of the provisions of this AGREEMENT or to require compliance with any of its terms shall in no way affect the validity of this AGREEMENT, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
- 28. <u>Counterparts</u>. This AGREEMENT may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this AGREEMENT delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this AGREEMENT.
- 29. <u>Representation of Authority.</u> Any individual executing this AGREEMENT on behalf of the Parties hereby represents and warrants that he or she is, on the date he or she signs this AGREEMENT, duly authorized by all necessary and appropriate action to execute this AGREEMENT on behalf of the Parties and does so with full legal authority.

[Signatures are on following pages]

<b>IN WITNESS WHEREOF</b> , the CITY and the COUNTY have each executed this AGREEMENT effective as of the Effective Date.
CITY:
CITY OF HIGH POINT
Tasha Logan Ford CITY Manager
Preaudit Certificate:
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
Bobby Fitzjohn, Finance Officer

COUNTY:	
COUNTY OF GUILFORD	
Victor Isler COUNTY Manager	
WITNESSED and ATTESTED to by:	Robin Keller, Clerk to the COUNTY Board of Commissioners

**IN WITNESS WHEROF**, the CITY and the COUNTY have each executed this AGREEMENT effective as of the Effective Date.

## **EXHIBIT A**

to

# INTERLOCAL AGREEMENT FOR A GUILFORD COUNTY FAMILY JUSTICE CENTER NAVIGATOR POSITION

Navigator Job Description

(See attached)



Class Spec Code	0358	<b>Established Date</b>	04/28/2018
<b>Last Revised Date</b>	04/30/2018	Salary Range	\$2,170.23 -

\$2,550.04 Biweekly

\$56,426.00 -\$66,301.00 Annually

**Bargaining Unit** N/A **EEO** EEO4-Professionals

Occupational N/A FLSA Non-Exempt

Group

**Benefit Code** GCBO **Physical Class** N/A

## Class Spec

The mission of the Guilford County Family Justice Center (FJC) is to empower family violence victims to live free from violence and abuse and hold offenders accountable by providing easily accessible, coordinated, and comprehensive services in a single location.

The FJC is a public safety initiative coordinating a three-pronged approach to addressing issues of domestic and sexual violence by connecting law enforcement, prosecution, and community based and social service programs in one location.

## **General Statement of Duties**

This is professional-level work involving the provision of both direct and indirect services to clients and/or their families seeking services at the Guilford County Family Justice Center (FJC).

#### **Distinguishing Features of the Class**

Work involves establishing a trusting relationship with all FJC clients and building collaborative relationships with FJC partners. This position will serve as the portal of entry and contact for clients seeking services at the FJC. This position requires explaining agency policies, programs, and procedures to

clients, determining eligibility and certifying clients for services. This position involves the coordination and provision of direct client services on-site at the Family Justice Center. This position works closely with FJC 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 FJC. The Navigator reports directly to the FJC Client Services Coordinator.

## **Examples of Duties**

#### **ESSENTIAL DUTIES**

- Interview clients to determine appropriate services.
- Assist clients in navigating the various programs and services offered.
- Provide follow-up case management and support to help clients utilize the full range of FJC services available
- Conduct navigation with clients, which includes legality and risk assessments, safety planning, and comprehensive needs assessments;
- Develop an individualized navigation plan for all clients and provides the appropriate referrals to community partners;
- Provide crisis intervention as needed;
- Maintain confidential client records;
- Provide outreach, education, and presentations to the community, when requested;
- Assist in training and oversight of volunteers and interns;
- Participate in evaluating program effectiveness;
- Adhere to FJC policies, procedures, and best practices;
- Performs related duties as required

## Knowledge, Skill, and Abilities:

- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Skill in working with individuals and families impacted by domestic and sexual violence
- Skill in problem solving, decision making, and conflict resolution
- Ability to work as part of a fast-paced multi-disciplinary team which includes
  the ability to establish and maintain effective working relationships with
  diverse persons including law enforcement, criminal justice professionals,
  social service agencies and other systems that impact service delivery for
  victims of child abuse, domestic and sexual violence, and elder abuse.

- Ability to deal with persons experiencing stress and the ability to communicate effectively in challenging client situations
- Ability to work effectively under high pressure circumstances and manage crisis and emergency situations
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

## **Typical Qualifications**

#### Minimum Qualifications:

Bachelor's degree from an accredited school in human services, law enforcement or legal services or in a related field of service with two years of experience working with individuals and families impacted by domestic violence and sexual violence: OR Associates degree in human services, law enforcement or legal services or in a related field of service and four years of experience working with individuals and families impacted by domestic violence and sexual violence: .OR High School Diploma or GED and six years of experience working with individuals and families impacted by domestic violence and sexual violence.

## **Supplemental Information**

#### **Physical Demands:**

An employee in this position must be able to physically perform the basic life operational functions of walking, typing, standing, reaching. The employee must be able to perform sedentary work.

#### **Working Conditions:**

Work consists of an office environment. No adverse environmental conditions.

#### May Require Driving

This position may require driving for this position whether driving a County owned or personal vehicle to conduct county business such as but not limited to attending conferences, meetings, or any other county related functions. Motor Vehicle Reports may be verified for valid driver's license and that the driving record is compatible with the county's driving criteria.

If a personal vehicle is operated for county business proper insurance is maintained as per Guilford County's vehicle use policy.

## **Special Note**

This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a completed job description with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal defensible personnel decisions.