Interlocal Agreement
Regarding the Central Warrant Control Office

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") and the SHERIFF OF DURHAM COUNTY, a constitutional office of the State of North Carolina (hereinafter "Sheriff"), collectively referred to as "Parties". 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 July 1, 2011(hereinafter "Agreement").

WHEREAS, prior to September 2009, warrants were tracked by the City Police Department ("Police"), the Sheriff's Office, and Clerk of the Court and Magistrate's Office through separate, incompatible databases; and

WHEREAS, the incompatible databases, which lacked shared access, created the potential for individuals stopped by one agency to avoid service of warrants which had been taken out for service by the other; and

WHEREAS, by November 2008, there was an estimated 50,000 to 60,000 inactive warrants (those over 180 days since issuance and commonly referred to as "backlog") being stored in cardboard boxes, arranged by case number, in the Magistrate's break room/locker room, with over 9,000 warrants being added to this backlog annually; and

WHEREAS, in order to address the lack of universal awareness of outstanding warrants and to try to reduce the growth of the backlog, in December 2008, the Parties entered into an Interlocal Cooperation Agreement to establish, operate and fund a Central Warrant Control Office which would, among other things, create an electronic repository of all warrants created in and held by Durham County law enforcement agencies, effectively functioning as a one-stop warrant repository; and

WHEREAS, there currently remains an estimated backlog of 21,733 paper warrants housed at the Central Warrant Control Office which have not been verified and converted to NCAWARE or entered into the electronic repository, and over 2,000 new warrants being electronically generated each month which require entry into the electronic repository and routing to the appropriate law enforcement agency for service; and

WHEREAS, in order to continue entry of warrants into an electronic repository and to ensure the appropriate law enforcement agency is alerted to electronic warrants requiring service within their jurisdiction, the Parties desire to jointly fund staff to continue to manage and operate the Central Warrant Control Office.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result there from, the parties hereby agree as follows:

SECTION 1. CENTRAL WARRANT CONTROL OFFICE. The County and Sheriff will maintain a Central Warrant Control Office as set forth in this Section 1 (hereinafter the "Warrant Control Office"). The Central Warrant Control Office shall be a secure facility which will house all physical misdemeanor and older felony warrants for both the County and City which have not been entered into NCAWARE and enter all warrants issued in Durham County into the electronic repository. The Warrant Control Office will also function as the communications office for the verification of outstanding warrants for both the Police and Sheriff. Office staff shall have access to two (2) 800 Mhz radios to facilitate such communications. The Warrant Control Office will be

staffed with clerks, as set forth below, and available to local law enforcement 24-hours per day, 7-days per week.

SECTION 2. STAFFING.

A. Clerks. The Warrant Control Office shall be staffed with 9 full-time civilian clerks, to include 1 manager to supervise the remaining 8 clerks. The clerks will be hired as needed, and employed, by the Sheriff using appropriate County pay classifications.

B. Work To Be Performed. During the term of this Agreement, the Warrant Control Office staff identified in Section 2. A. above shall complete, at a minimum, the following work per month:

1. **Routing of New Warrants.** Route 100% of electronic warrants received during the reporting period to the appropriate law enforcement agency for service.

2. **Update of Dismissed/Vacated Warrants.** Update 100% of warrants dismissed/vacated by the Durham County District Attorney's Office from the electronic repository and forward the paper copy to the Clerk of Court following receipt of the dismissal/vacation from the Clerk of Court.

3. **Entry of Backlogged Paper Warrants.** Enter an average of 1,250 backlogged paper warrants into the electronic repository following verification by original warrant. A proportionally lower average will be acceptable only if the office is not at full staffing.

4. **Updating of Served Warrants**. Update 100% of warrants served by law enforcement in the electronic repository.

SECTION 3. REPORTING. During the term of this Agreement, by the 15th day of each month, or the next business day following same, the Sheriff shall provide to the City and County Manager's Offices as well as the Chief of Police a report that shall include the following information as it relates to the preceding month:

A. Routing and Entry of New Warrants.

1. Total number of new misdemeanor warrants received/entered;

2. Total number of new misdemeanor warrants routed by the Warrant Control Office clerks to appropriate law enforcement agencies for service;

3. Total number of new felony warrants received/entered;

4. Total number of new felony warrants routed by the Warrant Control Office clerks to appropriate law enforcement agencies for service;

B. Update of Dismissed/Vacated Warrants.

1. Total number of misdemeanor warrants from AOC/NCAWARE dismissed/vacated by the Durham County District Attorney's Office;

2. Total number of misdemeanor warrants dismissed/vacated by the Durham County District Attorney's Office updated by the Warrant Control Office clerks in the electronic repository;

3. Total number of paper misdemeanor warrants dismissed/vacated by the Durham County District Attorney's Office removed by the Warrant Control Office clerks from the paper backlog;

C. <u>Entry of Backlogged Paper Warrants.</u>

1. Total number of felony and misdemeanor warrants from the paper backlog which the Warrant Control Office clerks entered into the electronic repository.

2. Total number of felony and misdemeanor warrants remaining in the paper backlog;

D. <u>Service of Warrants.</u>

1. Total number of felony and misdemeanor warrants (distinguished in report) served by age (less than 30 days, 31 – 180 days, over 180 days), broken down as follows:
   - Total number served by Sheriff Deputies not assigned to the Sheriff's warrant squad;
   - Total number served by Sheriff Deputies assigned to the Sheriff's warrant squad;
   - Total number served by Durham Police Officers not assigned to the Police warrant squad;
   - Total number served by Durham Police Officers assigned to the Police warrant squad;
   - Total number served by other law enforcement officers;
   - Total number served in the Detention Facility;
   - Total number served at the Central Warrant Control Office;
   - Total number served in the Durham County Courthouse;
   - Of the above referenced warrants, total number considered City and total number considered County.

E. Warrant Control Office Staffing
Brief update on staffing levels in Warrant Control Office for the prior month.

F. Warrant Control Office Inquiry Data
Information on the number and sources of inquiries during the prior month at the Warrant Control Office (sources broken down by law enforcement agency, public, other, etc.).

SECTION 4. FUNDING

A. <u>Amounts to be Paid.</u> The City and County agree to share equally in the costs of the staff for the Warrant Control Office and operating expenses identified in Attachment A for the first year and then adjusted for subsequent years to reflect salary and benefits increases afforded to the Warrant Control Office clerks and operating expenses, same to be reflected in amendments to this Agreement. The City shall pay to the County pursuant to this Agreement, for the first year, an amount not exceed $182,516.00. The City shall reimburse the County monthly upon receipt of an end-of-month report detailing personnel expenses incurred as further described above and below in Section 4A.

The County shall maintain one cost center for the shared costs in its SAP system to include all costs. This cost center should not include County-only budget or costs.

The City shall not be obligated to pay any payments, fees, expenses or compensation other than those authorized by this Section 4.

B. Billings and Payments. By the 15th day of each month, or the next business day following same, the County shall send an invoice to the City for the amounts to be paid pursuant to this Agreement. Each invoice shall have attached to it, at a minimum, the following: records of monthly expenditures from the aforementioned cost center; year-to-date figures from copy of SAP cost center printout; number of Central Warrant Control Office clerks paid pursuant to this Agreement; hours worked in preceding month by each clerk; and such other information as may be reasonably requested by the City. Invoices and attached documentation shall be sent to:

Durham Police Department
Fiscal Division
505 W. Chapel Hill Street
Durham, NC 27701

Contingent upon performance of the work detailed in Section 2.B., satisfactory completion and submission of all reports required by Section 3, and compliance by the Parties of all other duties and obligations that arise out of this Agreement, within 30 days after receipt of the invoice and its supporting documentation, the City shall send the County a check in payment for all undisputed amounts contained in the invoice.

SECTION 5. TERM AND TERMINATION. This Agreement shall be effective as of the date first written above and shall terminate on June 30, 2012 (12 month contract).

SECTION 6. 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, the County Manager shall designate persons to carry out the County's obligations under this Agreement, and the Sheriff shall designate persons to carry out the Sheriff's obligations under this Agreement.

SECTION 7. AMENDMENTS. This Agreement may be amended at any time upon mutual written agreement of the Parties. The City Council, Sheriff and County Commissioners shall be the final authority in approving all amendments.

SECTION 8. 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 9. ENTIRE AGREEMENT and EFFECT ON PREVIOUS AGREEMENTS. The parties hereby terminate all previous agreements relating to the subject matter hereof including the Interlocal Agreement regarding Warrant Control dated July 1, 2010. This Agreement shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

SECTION 10. CONTRACT NOT DIVISIBLE. This Agreement is not divisible. The obligations exchanged by the Parties under each part of this Agreement constitute consideration for each and every part of this Agreement.

SECTION 11. 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:

V. Michelle Parker-Evans, Clerk to the Board

COUNTY OF DURHAM

Michael M. Ruffin, County Manager

THE SHERIFF of DURHAM COUNTY

By _____
Worth L. Hill, Sheriff

ATTEST:

_____
Ann D. Gray, City Clerk

CITY OF DURHAM

_____
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