

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: City of Durham VENDOR # 10-6521

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX
 Print Name E-Mail Address

TYPE OF CONTRACT: New ___ Renewal ___ Amendment ___ Services ___ Goods ___ Consulting ___ Construction ___ Lease ___ Other ___

SCOPE OF WORK: Interlocal Cooperation Agreement between the Cit of Durham and the County of Durham to contract for a Joint Crisis Communications Plan.

CONTRACT AMT: \$50,000.00 CONTRACT TERM: 12/31/2024 - January 1, 2026 RFP/IFB/RFQ#: n/a

FUNDING SOURCE/TITLE: County ☒ State ___ Federal ___ Title/Name of Grant Funds n/a

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ___ NO ☒

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	9800981000	5200197300			026	\$50,000.00	n/a	
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ___ NO ☒

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ☒ NO ___ Date of BOCC Approval: 01.13.2025

COUNTY ATTORNEY

Reviewing Attorney: Nathan McKinney Date: see attached

REQUISITIONER DocuSigned by:

DocuSign E-Signature: Lechelle C. Feinberg Date: 4/10/2025 | 5:00 PM EDT

Print Name/E-Mail: Lechelle Feinberg/leinberg@dcon.gov

PURCHASING MANAGER

DocuSign E-Signature: Jonathan Hawley Date: 4/10/2025 | 4:29 PM EDT

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

CHIEF FINANCIAL OFFICER

n/a Date: _____

DocuSign E-Signature

COUNTY MANAGER

DocuSign E-Signature: Claudia D. Hager Date: 4/14/2025 | 8:47 AM EDT

DocuSign E-Signature

CLERK TO THE BOARD

DocuSign E-Signature: Monica Wallace Date: 4/14/2025 | 10:52 AM EDT

DocuSign E-Signature

Additional Comments/Instructions by Department:
Extending existing agreement through January 1, 2026.

FUNDS RESERVATION# 24-1014

PRIORITY REQUEST PER DEPT

Purchasing Comments: COMP

IS&T DEPT

Date: _____

DocuSign E-Signature

THE LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP



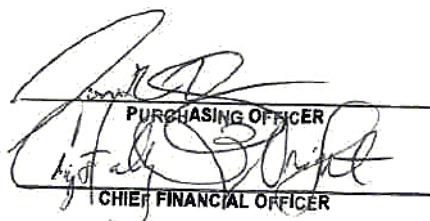

COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2400001014

General Data			
Company code	DCNC	Document date	02/01/2024
		Posting date	02/01/2024
More Data			
Text	INTERLOCAL COOPERATION AGREEMENT 1/1/24-01/01/26		
Overall Amount	50,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY		
OF DURHAM & THE COUNTY OF DURHAM TO CONTRACT FOR A JOINT CRISIS COMMUNICATIONS PLAN			
EXTENDED CONTRACT TERM TO 01/01/26. AMENDMENT EFF 01/01/25			
Fund	1001010000	Funds center	9800981000
Cost Center	9800981000	G/L account	5200197300
Vendor	1000006521	Vendor Name	CITY OF DURHAM
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	50,000.00 USD		
Open amount	50,000.00 USD		
To approve	0.00 USD		


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

The Board of County Commissioners approved the extension of the existing interlocal cooperation agreement with the City of Durham to contract for a Joint Crisis Communications Plan to January 1, 2026.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 13th day of January 2025.

(SEAL)



A handwritten signature of Macio Carlton in black ink.

MACIO CARLTON

Deputy Clerk to the Board of County Commissioners

Vehicle. The Durham Police Department will use funds for mission critical equipment upgrades for the Patrol Services Division & the Mobile Field Force. More information on the items that will be purchased using this grant funding can be found at <https://www.durhamsheriff.com/Home/Components/News/News/10313/3199>. A local match is not required as part of this grant. See attached documents for additional details.

Alignment with Strategic Plan: This item aligns with Strategic Goal 3: Safe Community

Resource Persons: David LaBarre, Director of Planning & Development, Durham County Sheriff's Office; John Hamlett, Hazardous Devices Unit Commander, Durham County Sheriff's Office.

County Manager's Recommendation: The County Manager recommends that the Board approve Budget Ordinance Amendment No. 25BCC066 recognizing \$165,017 from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) to the Durham County Sheriff's Office and to authorize the County Manager to execute the interlocal agreement between the City of Durham and the County of Durham for these funds. This award will be shared in a 50/50 split between the Durham County Sheriff's Office and the Durham Police Department.

Attachments:

[JAG 24 City Budget Narrative](#)

[JAG 24 City Program Narrative](#)

[JAG 24 County Budget Narrative](#)

[JAG 24 County Program Narrative](#)

[BJA FY24 Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program—L](#)

[local-jag-ce-certification - 2024](#)

[AAF-66 LEGAL FORM Recognizing \\$165,017 in DCSO for JAG24](#)

24-0813 Approval to Extend the Existing Interlocal Cooperation Agreement with the City of Durham to Contract for a Joint Crisis Communications Plan to January 1, 2026

Agenda Text:

The Board is requested to approve extending the existing interlocal cooperation agreement with the City of Durham to contract for a Joint Crisis Communications Plan (JCCP) to January 1, 2026. This extension will allow the County to continue to work with the City in securing a vendor to create the plan which will create a unified approach to communications.

Alignment with Strategic Plan: This item aligns with Durham County's Strategic Goal: Safe and Resilient Community.

Resource Persons: Mark Lockhart, Director, Office of Emergency Services, and Elizabeth Schroeder, Chief Emergency Manager, Office of Emergency Services.

County Manager's Recommendation: The County Manager recommends that the Board approve the extension of the existing interlocal cooperation agreement with the

City of Durham to contract for a Joint Crisis Communications Plan to January 1, 2026.

Attachments:

[AAF Supplemental Document - Non-contract IL Extension Dec 2024](#)

[City Legal Approval](#)

[County Legal Approval](#)

[Contract modification for Crisis Communications Plan](#)

24-0814

Authorize the County Manager to sign and submit a Letter to the Friends of Geer Cemetery to use in their application for National Historic Marker signage at the Historic Geer Cemetery, and that will authorize the Friends of Geer Cemetery to cooperate with William G. Pomeroy Foundation to install the signage if the application and funding are approved.

Agenda Text:

The Board is requested to authorize the County Manager to sign a letter stating that the County has authority over the Geer Cemetery as an abandoned cemetery under NCGS §65-113 and authorizing the Friends of Geer Cemetery to apply for the grant and to install signage if the application is approved.

This authorization from Durham County as the entity authorized to oversee abandoned cemeteries, such as the Geer Cemetery, per G.S. §65-113, is one of the requirements of a grant application to the William G. Pomeroy Foundation's National Register Signage Grant Program (Attachment 3).

The Friends of Geer Cemetery, a local non-profit corporation, is applying for this grant since the Geer Cemetery is now on the National Register of Historic Places (Attachment 4). The Geer Cemetery was Durham's primary African-American burying ground between 1877 and 1927, after the city first began providing a public cemetery for African-Americans. There are more than 1,650 graves in Geer. The Geer Cemetery is an important part of Durham's history, as it is among the most important artifacts and monuments of the African-American experience in Durham.

Should the grant be awarded to the Friends of Geer Cemetery, they will work with William G. Pomeroy Foundation and the program to craft and install a permanent marker announcing the cemetery's designation and presence on the National Register of Historic Places.

This request to Durham County by the Friends of Geer Cemetery is only for the limited purpose of helping the Friends of Geer Cemetery make this grant application and carry out the scope of work if the grant funds are received. The County will not be responsible to administer the grant, make improvements in the cemetery, appropriate money, or take on any other responsibility with regard to the cemetery.

Attachments: 1) Proposed letter for approval; 2) Applicable North Carolina Statute;

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DURHAM AND THE
COUNTY OF DURHAM TO CONTRACT FOR A JOINT CRISIS COMMUNICATIONS PLAN**

This Amendment is made and entered into on this the 1st day of January, 2025 ("Effective Date") 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 Amendment is made and entered into January 1, 2025 pursuant to Section 5 of the Original Agreement and Article 20 of Chapter 160A of the North Carolina General Statutes.

BACKGROUND

The City and the County entered into a contract titled "Interlocal Cooperation Agreement" between the City of Durham and the County of Durham to Contract for a Joint Crisis Communications Plan," dated January 1, 2024 ("the Original Agreement").

AMENDED PROVISIONS

Pursuant to Section 5 of the Original Agreement, the Original Agreement is amended as follows:

1. In Section 3 (Term and Termination), the contract term is hereby extended to January 1, 2026.

Except as expressly amended herein, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. In the event of a conflict or inconsistency among the following documents, the order of precedence will be: (1) this Amendment and (2) the Original Agreement.

IN WITNESS WHEREOF, the City and County have authorized this Amendment to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:



Monica Wallace
Clerk to the Board

COUNTY OF DURHAM



Claudia Hager
County Manager

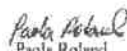
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

n/a

Crystally Wright, Interim Chief Financial Officer
(Durham County)

Attest:

ATTEST


Paola Roland
Deputy City Clerk
The City of Durham, NC



CITY OF DURHAM

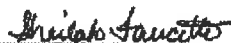
By:



W. Bowman Ferguson
City Manager

This instrument has been pre-audited to the manner required by the
City of Durham, North Carolina
Local Government Budget and Fiscal Control Act.

Preaudit certification, if required:



Finance Officer - Sheilah Faucette

ATTACHED FOR REFERENCE

City of Durham

Interlocal Cooperation Agreement

Date: 01/01/24

N.C.G.S. §65-25 et. seq. and further agrees to require its subcontractors to comply as applicable.



COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2400001014

General Data

Company code	DCNC	Document date	02/01/2024
		Posting date	02/01/2024

More Data

Text INTERLOCAL COOPERATION AGREEMENT 1/1/24-12/31/24

Overall Amount	50,000.00 USD
To Approve	0.00 USD



Document item 001

Text INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY

OF DURHAM & THE COUNTY OF DURHAM TO CONTRACT FOR A JOINT CRISIS COMMUNICATIONS PLAN

Fund	1001010000	Funds center	9800981000
Cost Center	9800981000	G/L account	5200197300
Vendor	1000006521	Vendor Name	CITY OF DURHAM
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	

Amount	50,000.00 USD
Open amount	50,000.00 USD
To approve	0.00 USD


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

I, Monica W. Wallace, 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 authorized the County Manager to execute an ILA with the City of Durham for a Joint Crisis Communications Plan (JCCP) with Durham County's share not to exceed \$50,000.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 11th day of December 2023.



A handwritten signature in cursive script, appearing to read "Monica W. Wallace", written over a horizontal line.

MONICA W. WALLACE
Clerk to the Board of County Commissioners

Attachments: [Supplemental Document - NAACHO Faith-based Award](#)
[Notice of Selection Letter](#) [Durham County Dept. of Public Health NC](#)
[AAF-57 Legal Form](#)

23-0832 **Approval of an Interlocal Agreement (ILA) with the City of Durham for a Joint Crisis Communications Plan with Durham County's share not to exceed \$50,000**

Agenda Text: The Board is requested to authorize the County Manager to execute an ILA with the City of Durham for a Joint Crisis Communications Plan (JCCP) with Durham County's share not to exceed \$50,000. The goal of the JCCP is to have a unified approach to crisis communications for any hazard. Funding requirements for the ILA should not exceed \$100,000 and costs will be shared 50/50 between Durham County (\$50,000) and City of Durham (\$50,000). Funding for the JCCP is in the existing FY 2024-25 operating budget.

The Plan will evaluate current crisis communications response capabilities of the City and County, individually and jointly, determine the types of crisis for which both entities would need to prepare, recommend staffing levels; provide customized templates to help prepare responses and communications to the public in multiple ways about various situations, including through the use of media and social media; provide recommendations on how to best coordinate responses when necessary and suggest staging areas to accommodate various situational needs, for public information purposes and for public gathering areas for family and loved ones.

The plan will also recommend and provide online templates for the City and County to prepare for community communication needs for various situations following a crisis to restore and maintain confidence in local government and its services, as appropriate. An example might include a community webpage that informs the public on recovery updates.

Alignment with Strategic Plan: County's Strategic Goal 3: Safe Community and Goal 5: Accountable, Efficient, and Visionary Government.

Resource Persons: Jim Groves, OES Director and Elizabeth Schroeder, Chief of Emergency Management

County Manager's Recommendation: The County Manager recommends that the BOCC authorize the County Manager to execute an ILA with the City of Durham for a Joint Crisis Communications Plan (JCCP) with Durham County's share not to exceed \$50,000.

Attachments: [Supplemental Document - Contract Approval Template - Crisis Comms Plan Oc](#)
[ILA Joint Crisis Comms Plan 11-2-23](#)
[RE Approval of Crisis Comms ILA](#)

23-0845 **Approval of McKim & Creed Contract Amendment for the Utilities**



Durham County Government

Agenda Action Form Supplemental Document – Contract Approval

Agenda Action Form Overview

Approval of an Interlocal Agreement (ILA) with the City of Durham for a Joint Crisis Communications Plan with Durham County's share not to exceed \$50,000.

Background/Justification

The goal of the JCCP is to have a unified approach to crisis communications for any hazard. Funding requirements for the ILA should not exceed \$100,000.00 and costs will be shared 50/50 between Durham County (\$50k) and City of Durham (\$50k).

Over the last twenty years, cities and counties throughout the country have experienced an increased number of localized, tragic events triggered by individual actor(s) or by sudden natural or human created disasters causing serious injury or even death to residents (hereinafter, referred to as a "Crisis Event"). Such events require that local governmental entities provide a timely, coordinated, and informed response to maintain public confidence in their local government's actions. Because of the increased number of such Crisis Events such as school shootings, active assailant attacks, train derailments, and cyber-attacks, it is vital that the City and County be prepared to provide emergency public information immediately.

The JCCP will evaluate current crisis communications response capabilities of the City and County, individually and jointly, determine the types of crisis for which both entities would need to prepare, recommend staffing levels; provide customized templates to help prepare responses and communications to the public in multiple ways about various situations, including through the use of media and social media; provide recommendations on how to best coordinate responses when necessary and suggest staging areas to accommodate various situational needs, for public information purposes and for public gathering areas for family and loved ones.

The JCCP will also recommend and provide online templates for the City and County to prepare for community communication needs for various situations following a crisis to restore and maintain confidence in local government and its services, as appropriate. An example might include a community webpage that informs the public on recovery updates.

Policy Impact

This action item follows previous Board actions authorizing ILAs between the City and County. There is no anticipated policy impact.

Procurement Background

The City Communications Department will work with the City/County OES Emergency Management Division (OES-EM) to develop a Scope of Work (SOW) for the Request for Proposal (RFP) to secure a qualified vendor that will develop a coordinated and comprehensive City-County Crisis Communication plan, inclusive of individual plans for both the City and County.

The RFP process will be managed by the OES-EM, with assistance and input from the City's Communication Department and County's Public Information Department (the Departments).



Durham County Government

Agenda Action Form Supplemental Document – Contract Approval

Once the elements of the RFP are determined and agreed upon, the RFP will be issued by OES-EM following County procurement policy.

Following the receipt of RFP response, OES-EM, with the assistance and input of members of the Departments will develop criteria to review responses as per County procurement policy to select the vendor that best meets both entities' needs. The selection committee will be comprised of 3 members from the City and 4 members from the County.

Following the selection, a contract will be developed, developed and will include the deliverables, contacts, and timeline for both the City and the County.

Type of purchase

- ☐ Goods
- ☒ Services
- ☐ Construction Work

Did this request for purchase go through a bid process? Yes ☒ No ☐

Goods: Bids required if $\geq \$30,000$, BOCC approval if $\geq \$90,000$

Services: Bids required if $\geq \$30,000$, BOCC approval if $> \$40,000$

Construction/Repair work: Bids required if $\geq \$30,000$, BOCC approval if $\geq \$500,000$

If yes, attach a copy of bid tab and the minority and women business enterprise (MWBE) compliance review form provided by the Purchasing Division.

If no, why?

- ☐ Sole source exemption
- ☐ Cooperative purchasing program exemption
- ☐ State and federal contract exemption
- ☐ Contract is an amendment to an existing contract
- ☐ Other (please explain)

If exempted from bidding, has this request been reviewed and approved by the Purchasing Division in the agenda Legistar system? Yes ☐ No ☐

If no, why?



Durham County Government

Agenda Action Form Supplemental Document – Contract Approval

Fiscal Impact

Funding to support the County share of the contract will utilize existing FY 2024-25 operating dollars.

Recommendation

The County Manager recommends that the BOCC authorize the County Manager to execute an ILA with the City of Durham for a Joint Crisis Communications Plan (JCCP) with Durham County's share not to exceed \$50,000.

**Interlocal Cooperation Agreement between the City of Durham and the County of
Durham to Contract for a Joint Crisis Communications Plan**

This Agreement made and entered into on this the 1 day of January, 2024 ("Effective Date") 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 1 January, 2024 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

BACKGROUND

Over the last twenty years, cities and counties throughout the country have experienced an increased number of localized, tragic events triggered by individual actor(s) or by sudden natural or human created disasters causing serious injury or even death to residents (hereinafter, referred to as a "Crisis Event"). Such events require that local governmental entities provide a timely, coordinated and informed response to maintain public confidence in their local government's actions. Because of the increased number of such Crisis Events such as school shootings, active assailant attacks, train derailments, and cyber-attacks, it is vital that the City and County be prepared to provide emergency public information immediately.

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. PURPOSE AND INTENT.

The City and County through its Communications Department and Public Information Department, respectively, desire to enter into a contract with a Crisis Communications firm to develop a comprehensive Crisis Communications plan that would provide step-by-step communications guidance, proactive planning guidelines, and training to both the City and County staff together, and to the City and County separately, when a crisis occurs that could affect the City's or County's reputation and/or service delivery.

The Plan will evaluate current crisis communications response capabilities of the City and County, individually and jointly, determine the types of crisis for which both entities would need to prepare, recommend staffing levels; provide customized templates to help prepare responses and communications to the public in multiple ways about various situations, including through the use of media and social media; provide recommendations on how to best coordinate responses when necessary and suggest staging areas to accommodate various situational needs, for public information purposes and for public gathering areas for family and loved ones.

The plan will also recommend and provide online templates for the City and County to prepare for community communication needs for various situations following a crisis to restore and maintain confidence in local government and its services, as appropriate. An example might include a community webpage that informs the public on recovery updates.

Process: The City Communications Department will work with the City/County OES Emergency Management Division (EMD) to develop a Scope Of Work (SOW) for the Request for Proposal (RFP) to secure a qualified vendor that will develop a coordinated and comprehensive City-County Crisis Communication plan, inclusive of individual plans for both the City and County.

The RFP process will be managed by the EMD, with assistance and input from the City's Communication Department and County's Public Information Department (the Departments). Once the elements of the RFP are determined and agreed upon, the RFP will be issued by EMD for 30-45 days.

Following the receipt of RFP response, EMD, with the assistance and input of members of the Departments will develop criteria to review responses as per County policy to select the vendor that best meets both entities' needs. The selection committee will be comprised of 3 members from the City and 4 members from the County.

Following the selection, EMD will award the contract, which will be developed by EMD and the Departments. The contract will include the deliverables, contacts, and timeline for both the City and the County.

County Agrees To: County shall lead the development of the RFP, working with the City to ensure that communications needs and expectations are included in the proposal, including: appropriate joint and individual meetings with selected City and County staff; comprehensive assessment of potential threats; ensuring that public safety operational standard operational procedures are incorporated into the process; timelines, training processes, and deliverables.

County shall draft the contract with the selected vendor to include identified City and County requirements for the vendor.

County shall process the contract according to Durham County procurement policies.

The County shall notify the City Communications Department of any changes to the scope of the project and solicit input from the City via the City designee on any proposed substantive change prior to amending the contract.

City Agrees To:

Work with the County to develop a scope of work to develop a Request for Proposals to include the City's scope of work. Work with the County to ensure that City scope of work needs are included in the contract. Work with the County and Contractor to prioritize project activities to ensure that the Contractor is able to meet the needs of both the City and the County. Handle all administrative needs to include contacting, communicating with City staff and responding to the vendor on behalf of the City. The County will be included in all communications with the vendor. Jointly present plans and deliverables to City Council and Board of County of Commissioners as requested.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the City Manager's authority over the Communications Department, or the County Manager's authority over Emergency Management Department.

SECTION 2. FUNDING.

- A. The Project Total shall not exceed \$100,000.
- B. City Funding: The City will transfer one-half of the total contract amount to the County once the selected vendor has completed the contract to the satisfaction of the City and County. This City funding shall not exceed \$50,000.00.
- C. County Funding: The County shall fund one half of the total contract price. This County funding shall not exceed \$50,000.00.
- D. Method of Payment. Wireless transfer

- E. **Reconciliation.** At the end of each fiscal year, the Finance Director of the City (or their designee) and the Finance Director of the County (or their designee) shall meet to conduct a review and reconciliation of amounts paid and payable under this Agreement. 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 by 15 days following the expiration of the agreement.

SECTION 3. TERM AND TERMINATION. This Agreement shall be effective as of the date first written above through the term of the contract. Unless terminated in pursuance of the provisions contained in this agreement hereunder, this Agreement shall expire one year from execution date. This Agreement may be terminated by either party upon three (3) months of notice given in writing prior to the intended date 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 2D.

SECTION 4. APPOINTMENT OF PERSONNEL. Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager or their designee shall designate three (3) representatives to carry out the City's obligations under this Agreement, and the County Manager or their designee shall designate four (4) representatives 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. The Parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor, subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

SECTION 11. NOTICES. Notices under this agreement shall be delivered by US Mail, Electronic Delivery,

or hand delivery to the contacts for the parties as provided herein.

To the CITY:

City of Durham
Attn: City Manager
101 City Hall Plaza
Durham, NC 27701

With Copy to:
City Attorney's Office
City of Durham
101 City Hall Plaza
Durham, NC 27701

To the COUNTY:

County of Durham
Attn: County Manager
200 East Main St., 3rd Floor
Durham, NC 27701

With Copy to:
Durham County Attorney's Office
200 East Main St., 4th Floor
PO Box 3508
Durham, NC 27701/27702

SECTION 12. INSURANCE. The City and County agree to each cover its own risks for liability through either obtaining insurance or by self-insuring itself against any risk. Each shall furnish the other with evidence of such insurance, if any, upon request.

SECTION 13. INDEMNIFICATION. Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

SECTION 14. NOTICE OF CITY AND COUNTY POLICY.

THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE. The Contractor shall comply with all applicable provisions of Chapter 34 of the Durham City code (Non-Discrimination) and shall explicitly require the same of its subcontractors in their subcontracts.

County opposes discrimination on the basis of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability, and requires the following from its contractors: CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **CONTRACTOR certifies that CONTRACTOR shall**

abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.

City and County contracts and other documents include terms and conditions that prohibit discrimination.

SECTION 15. 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

DocuSigned by:

Monica Wallace

E25CAF2497F145F...

Monica Wallace

Clerk to the Board

DocuSigned by:

Dr. Kimberly J. Sowell

8EBF0A6C1C89469...

Dr. Kimberly J. Sowell

County Manager

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

DocuSigned by:

Tiffany Murray

2F80F2B29C0C4B6...

Tiffany Murray Chief Financial Officer
(Durham County)

ATTEST:

CITY OF DURHAM

Diana Schreiber

Diana Schreiber
City Clerk



Wanda Page

Wanda Page
City Manager

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

Tim Flora

Tim Flora, Chief Financial Officer (City of Durham)