

**INTER-LOCAL AGREEMENT BETWEEN  
DURHAM COUNTY AND THE CITY OF DURHAM  
FOR JOINT FUNDING OF COMMUNITY HEALTH AMBASSADORS**

**THIS INTER-LOCAL AGREEMENT** is entered into by the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina, (County) and the **CITY OF DURHAM**, a municipal corporation organized and existing under the laws of the State of North Carolina (City) and together collectively the COUNTY and the CITY may be referred to as the “Parties.” This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (Effective Date).

**BACKGROUND**

- A. In August 2020, the Durham Board of County Commissioners and the Durham City Council endorsed a joint funding request from the Durham Recovery and Renewal Task Force to create a one-year public health strategy called the Back on the Bull Community Health Ambassadors program.
- B. The Community Health Ambassador program aims to provide in-person support to Durham establishments, businesses, and other organizations to help them comply with local and state emergency orders and best public-health practices designed to reduce the risk of COVID-19 transmission among workers, vendors, visitors, guests, clients, and customers.
- C. The County and City agree to fund Back on the Bull Community Health Ambassador program in equal shares and agree that the program will be administered by the UNC-Chapel Hill Gillings School of Public Health.
- D. This Agreement is made as an Interlocal Cooperation Agreement (“ILA”) pursuant to the General Statutes of North Carolina at Chapter 160A, Article 20, Part 1.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1  
PURPOSE**

The purpose of this ILA is to establish commitments between and expectations by the City and County for the joint funding of the Back on the Bull Community Health Ambassador program. The Parties intend, and the City agrees that it will enter into and manage a twelve-month contract with the UNC-Chapel Hill Gillings School of Public Health, which will be funded in equal amount by the City and the County.

## **ARTICLE 2 DEFINITIONS**

For purposes of this Agreement, the terms listed below shall have the following meanings:

- A. Back on the Bull Community Health Ambassadors.** A twelve-month program that will provide in person support to Durham establishments to help them follow best public health practices designed to the reduce the risk of COVID-19 transmission.
- B. Contractor.** UNC Gillings School of Public Health who will administer the Back on the Bull Community Health Ambassador program.
- C. Establishment:** Any business, entity, or organization located within the Durham County limits.

## **ARTICLE 3 TERM AND TERMINATION**

- A. Term.** The initial term of this Agreement shall be for twelve months from the Effective Date, unless terminated pursuant to this Article. At the end of the initial term, the Agreement will be terminated. Any renewal will require additional approval by the Durham Board of County Commissioners and the Durham City Council.
- B. Termination.** The Parties agree that each Party may, without cause and in its discretion, terminate this contract for convenience by giving the other Party written notice of the termination, which shall be effective at the time indicated in the notice and at least ninety (90) days from the date notice is issued.

## **ARTICLE 4 COUNTY AGREES**

The County agrees:

- A.** To transfer to the City up to \$318,244 in Fiscal Year 2020-2021 funds to match the City's equal investment in the Back on the Bull Community Health Ambassador program at an amount up to \$318,244 determined by the City invoices submitted by the UNC Gillings School of Public Health. Upon execution of this Agreement, the County shall remit the entirety of Fiscal Year 2020-2021 funds due to the City under this Agreement.
- B.** To designate a County staff member to serve as the primary contact for the City on matters related to the Community Health Ambassadors contract (the "County Designee").
- C.** The County will provide funds described in Section A to the City within thirty (30) business days of the City's request therefor, to be delivered by wire transfer to the account indicated by the City.

- D.** That the primary purpose of the Community Health Ambassadors contract is to serve as a support to Durham establishments in following local and state emergency orders and best practices identified by public health experts to mitigate the risk of COVID-19 transmission among workers, vendors, visitors, guests, clients, and customers.

## **ARTICLE 5 CITY AGREES**

The City agrees:

- A.** To use the County Funds during the Term to fund the Back on the Bull Community Health Ambassador program administered by UNC Gillings School of Public Health that is consistent with the scope or work detailed in Exhibit A of the Contract with UNC for this program.
- B.** The City will submit to the County an invoice upon execution of this agreement requesting the entirety of funds due by the County to the City for that fiscal year.
- C.** Upon expiration of this Agreement, if the County Funds have not been used as described in Article 5, Section A above or are still in the possession of the City, the City shall return the County Funds to the County.
- D.** To provide up to \$636,488 in Fiscal Year 2020-2021 funds to fund the Back on the Bull Community Health Ambassador program administered by the UNC Gillings School of Public Health.
- E.** To work with Contractor to prioritize project activities to ensure that the Contractor is able to meet the need of Durham's establishments to create public spaces that minimize the risk of COVID-19 transmission. The City and County agree that it is the primary function of the Back on the Bull Community Health Ambassador program to serve a public purpose, protecting the health and safety of Durham citizens.
- F.** To share with the County Designee, quarterly performance reports provided by the Contractor as specified under the agreement with the Contractor. For all funds distributed to the County under the state Coronavirus Relief Fund (CRF) utilized in this program, the City agrees to provide monthly reports to the County for submission to the state as required by the NC Pandemic Recovery Office (NC PRO).
- G.** To notify the County Designee of any changes to scope of the project, as outlined in Exhibit A, and to solicit input from the County via the County Designee on any proposed change prior to amending the contract.
- H.** To present on the outcomes of the program to the City Council and Board of County of

Commissioners at the conclusion of the twelve-month program.

## **ARTICLE 6 MISCELLANEOUS**

The Parties agree:

- A. Headings.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- B. 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.
- C. Amendments.** No modification or amendments of this Agreement will be valid or binding upon any Party unless in writing and signed by the Party against whom the modification or amendment is asserted.
- D. Entire Agreement.** This Agreement, including any attachments shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- E. No Third Party Rights Created.** This contract is intended for the benefit of the City and the County and not any other person.
- G. 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.
- H. Severability.** In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the Parties have approved this Agreement and have caused it to be signed by the County Manager by approval of the Board of County Commissioners and the City Manager by approval of the City Council duly attested, the year and day first written above.

**COUNTY OF DURHAM**

\_\_\_\_\_

**BY: Wendell M. Davis, County Manager**

ATTEST:\_\_\_\_\_

**CLERK**

**CITY OF DURHAM**

\_\_\_\_\_

**BY: Wanda Page, City Manager**

ATTEST:\_\_\_\_\_

**CLERK**