

NORTH CAROLINA
DURHAM COUNTY

**INTERLOCAL COOPERATION
AGREEMENT FOR THE DURHAM
BACK ON THE BULL CAMPAIGN**

THIS AGREEMENT is made and entered into this the 16th day of July, 2020, by and between the **DURHAM CONVENTION & VISITORS BUREAU d/b/a Discover Durham**, hereinafter referred to as Discover Durham and the **CITY OF DURHAM**, a North Carolina municipal corporation, hereinafter referred to as "City". This Agreement is made as an Interlocal Cooperation Agreement pursuant to Part I, Article 20 of Chapter 160A of the General Statutes of North Carolina.

WHEREAS, the Mayor Steve Schewel has declared a State of Emergency; and formed, along with Wendy Jacobs, Chair of the Durham County Board of Commissioners, a Recovery & Renewal Taskforce, hereinafter referred to as RRTF; and

WHEREAS, the RRTF's goals are to advise the mayor and commissioner as they revise their emergency declarations, and determine how to safely, gradually and successfully re-open the community; and

WHEREAS, the RRTF's work requires media time and other communications materials and services to be purchased in order to communicate, educate, and instruct Durham residents and business owners about the desired and expected measures to be taken to allow the community to reopen successfully; and

WHEREAS, the City desires that Discover Durham be authorized to make such purchases on its behalf;

NOW, THEREFORE, for and in consideration of their mutual promises, the City and Discover Durham agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the undertakings of the City and Discover Durham with regard to media time and other communications materials and services to be purchased to help complete the mission and objectives of the RRTF.

2. Duties and Responsibilities of Discover Durham. Discover Durham shall:
Plan and purchase paid media, printed materials, and other communications-related materials in support of the objectives of the RRTF for educating the public about health and safety measures associated with the City and County's response to the COVID-19 pandemic, and in accordance with Discover Durham's proscribed procurement policy.

3. Funding. In consideration of the duties and responsibilities of Discover Durham enumerated in Section 2 of this Agreement, the marketing and other activities needed to support the Back on the Bull program, and the expectation that these activities will be planned iteratively in response to the needs of the community, the City shall provide funding to Discover Durham incrementally to support a multi-phased campaign. Campaign plans and associated funding requests will be presented to the mayor and the city manager for approval and authorization in

advance of each phase, and expenditures will only be made after written authorization has been received by Discover Durham detailing the amount approved. The parties explicitly agree that no portion of City funding will go towards the competitive grants program offering seed money to organizations and individuals executing various projects, activations, and events associated with the Back on the Bull Campaign. All funds directed to Discover Durham will be used for out-of-pocket expenditures, as noted above, related to paid media and the production of marketing materials. The City will provide funds to Discover Durham as soon as reasonably possible after approving and authorizing the budget items; Discover Durham shall provide monthly accounting to the City of the expenditure of all funds associated with the Back on the Bull Campaign, and will provide copies of associated invoices.

4. 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.

5. Duration and Termination. The term of this Agreement shall be from the date first written above and shall terminate on January 15, 2021. Notwithstanding this duration provision, this Agreement may be terminated by either party with 30 days prior written notice. If the City terminates the Agreement, it shall pay Discover Durham an equitable amount for the costs and charges that accrue because of the City's decisions with respect to Discover Durham subcontracts. If Discover Durham has failed to perform its responsibilities in the reasonable discretion of the City, the City shall have a right to perform or cause performance of some or all of the responsibilities of Discover Durham. If Discover Durham terminates, it shall reimburse the City for any payments made by the City under this Agreement that are unearned or not spent consistent with the defined responsibilities of Discover Durham.

6. Amendments. This Agreement may be amended at any time by execution by both parties of a written agreement.

7. Entire Agreement. This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between the City and Discover Durham and shall supersede all prior understandings and agreements relating to the subject matter hereof.

8. Contract Not Divisible. This Agreement is not divisible. The obligations exchanged by the City and Discover Durham under each part of this Agreement constitute consideration for each and every part of this Agreement.

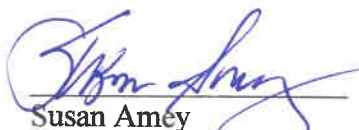
9. Headings. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

10. State Law Provision. E-Verify Requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

IN TESTIMONY WHEREOF, Discover Durham and the City of Durham have caused these presents to be signed in its name by its President and Chief Executive Officer Susan Amey and City Manager Thomas J. Bonfield respectively acting under and by virtue of the authority in them vested, have hereunto set their hand and seal, the day and year first written above.

I affirm, under penalty of perjury, that the foregoing representations are true, and I affirm, under penalty of perjury, that I am the person authorized to sign this Interlocal Agreement between Discover Durham and the City of Durham and that this agreement is legally binding on Discover Durham.

DISCOVER DURHAM


Susan Amey

President & Chief Executive Officer

CITY OF DURHAM

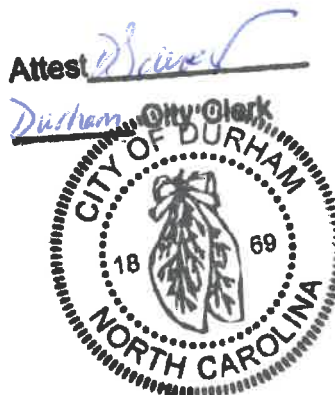
BY 
Thomas J. Bonfield, City Manager

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


City of Durham Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, Ashley Wyant, a Notary Public for City of Durham, certify that Thomas J



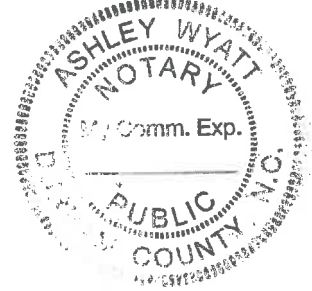
Bonfield, personally appeared before me this day and acknowledged that he is the City Manager of the City of Durham, and that by authority duly given, the foregoing instrument was signed in its name.

Witness my hand and official seal, this the 14 day of August, 2018. 20



Notary Public

(SEAL)



My commission expires: 8-16-2023