

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE
AND THE COUNTY OF BUNCOMBE**

This Agreement is entered into on May ____, 2020 by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and the CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, a State of Emergency was declared by the City, the County, and the State of North Carolina due to the COVID-19 Pandemic; and

WHEREAS, the City and the County negotiated this agreement for the public purposes of providing County Emergency Operations Center (hereafter referred to as "County EOC") personnel access to the City's employee health center medical clinic (hereinafter referred to as "Health Services") for the express purpose of screening County EOC personnel should they develop and/or require COVID-19 related symptoms, diagnosis, illness, treatment, and/or quarantine measures (hereafter collectively referred to as "COVID-19 Quarantine") to obtain medical screening and authorization provided by Health Services to return to work within the County EOC; and

WHEREAS, the City and the County agree to be mutually accountable to carry out this agreement; and

WHEREAS, pursuant to N.C. General Statute 160A-461, the City and County may enter into agreements in order to execute a governmental undertaking; and

WHEREAS, City and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the City and County desire to set forth the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each party, and such other considerations as the parties agree is good and sufficient, it is agreed as follows:

1. Description: This City agrees to provide COVID-19 evaluations to County EOC personnel at Health Services following County EOC personnel being out of work within the County EOC due to COVID-19 Quarantine-related measures before County EOC personnel will be permitted to return to work within the County EOC.

2. Responsibilities: The City and the County hereby agree to the following:

The City will:

1. Require County EOC personnel sign a Consent for Medical Evaluation and Release of Medical Records and Liability Release (Release) prior to Health Services providing post COVID-19 Quarantine return to work evaluations. The Release will be HIPAA-compliant to ensure County EOC personnel evaluation results may be transmitted to the County-designated Point of Contact to support medically authorized return to work within the County EOC; and
2. Apply current Centers for Disease Control and Prevention (CDC) COVID-19 methods of evaluation at Health Services to determine if County EOC personnel exhibit COVID-19 symptoms; and
3. Upon evaluation and confirmation of no COVID-19 related symptoms, provide evaluated County EOC personnel and County-designated Point of Contact for COVID-19 written medical authorization to return to work within the County EOC; and
4. Upon evaluation and confirmation of COVID-19 related symptoms, provide evaluated County EOC personnel and County-designated Point of Contact for COVID-19 written medical documentation the individual exhibits COVID-19 symptoms and is not authorized to return to work within the County EOC; and
5. Maintain a record of all County EOC personnel evaluated for COVID-19 symptoms that will include description of symptoms and information conveyed to the County by Health Services.

The County will:

1. Ensure all County EOC personnel out of work related to COVID-19 Quarantine follow County protocols to report to City Health Services for COVID-19 evaluation, including:
 - (a) Observe and meet/exceed CDC guidance regarding monitoring their COVID-19 symptoms, including having no fever, no other symptoms prior to seeking post-COVID-19 Quarantine evaluation by Health Services
 - (b) Notify their supervisor of their lack of symptoms noted in (a) and obtain supervisor authorization to call Health Services to schedule a post COVID-19 Quarantine medical evaluation
 - (c) Follow any direction provided by Health Services including instructions not to report to Health Services if so directed for any reason.
2. Designate a County EOC Point of Contact to receive County EOC Personnel written medical authorization to return to work within the County EOC following COVID-19 evaluation by Health Services

Each party will:

Provide to the other Party the name and title of managers and/or those responsible, or their designee(s), to ensure accountability of the agreement.

Daily contact person for the City: Nancy Walker, Health Services Supervisor 828-259-5697 / nwalker@ashevillenc.gov

Daily contact person for the County: Sharon Burke, Human Resources Director 828-250-4015 / sharon.burke@buncombecounty.org; Alternate daily contact: Amy Davis, HHS Employee Relations Officer 828-250-5554 / amy.davis@buncombecounty.org;

3. Payment: No payments will be made as a result of this agreement. No reimbursements will be requested by the City to the County. The City reserves the right to request FEMA Reimbursement for related County EOC personnel COVID-19 evaluations.

4. Term/Renewal/Termination: The term of this Agreement shall begin on the day and year first above written, and shall conclude on at such time as the Parties hereto have lifted their respective States of Emergency, or such other time as may be delineated in the future in order to fulfill the purpose and intent of this agreement.. The agreement may be terminated by either party for cause and /or violation of the Agreement upon thirty (30) days written notice.

5. Remedy to Return Agreement to Compliance: In the event that a remedy is necessary for either party to ensure that the outcome measures described in **Section 2 "Responsibilities"** are realized the City and the County agree to meet and agree to an Action Plan that describes action to be taken by each party to bring the agreement into compliance.

6. Indemnification and Insurance

Indemnification: The City agrees, to the extent permitted by North Carolina law, to indemnify and hold harmless the County and their officers, agents and employees from any third party claims arising from negligent acts or omissions of the City in connection with the performance of this Agreement.

The County agrees, to the extent permitted by North Carolina law, to indemnify, defend, and hold harmless the City and their officers, agents and employees from any third party claims arising from negligent acts or omissions of the City and/or County in connection with the performance of this Agreement.

Insurance: The City is self-insured for general liability and maintains excess general liability coverage up to \$15,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the City is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance.

The County is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance.

- (a) Maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the City and County.
- (b) The City and County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
- (c) The City and County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Insurance to each other upon request.

7. Employment Classification: Employees of the County shall remain County employees and they shall not be considered employees, agents or representatives of the City and therefore are not entitled to any benefits of any kind, including, but not limited to, unemployment, workers' compensation or retirement from the City.

8. Required Reporting: When this agreement is fully executed each party shall ensure compliance with all applicable Federal, State, and local government regulations, respectively.

9. Damages: Each party shall be responsible for any damage, theft, and/or vandalism of their own materials, equipment and supplies.

10. Amendments: This Agreement constitutes the entire Agreement between the City and the County. This agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this agreement.

11. Compliance with Laws: Each party shall comply with all state, federal, or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement.

12. Assignability: This agreement is not assignable by either party without the prior written consent of the other party.

13. Budgetary Limitations: Nothing stated in this Agreement shall be construed as requiring either party to make any budgetary appropriations.

14. Non-Discrimination: In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.

15. E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

16. Governing Law: This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

17. Severability: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

18. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by email to the other party at the address listed below:

City of Asheville: City of Asheville
 Human Resources
 Peggy Rowe: 828-778-8936 / prowe@ashevillenc.gov

Buncombe County: Buncombe County
Human Resources
Sharon Burke: 828-250-4015 / sharon.burke@buncombecounty.org

CITY OF ASHEVILLE

BUNCOMBE COUNTY

Debra Campbell, City Manager

Avril M. Pinder, County Manager

Date

Date

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

DATE
City of Asheville Chief Financial Officer

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

DATE
Buncombe County Chief Financial Officer