

**INTERLOCAL AGREEMENT BETWEEN
DURHAM COUNTY AND THE CITY OF DURHAM
FOR JOINT FUNDING OF DURHAM VACCINE EQUITY PROGRAM**

THIS INTERLOCAL 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 _____, 2021 (Effective Date).

BACKGROUND

- A. In May 2021 and June 2021, the Durham City Council and Durham Board of County Commissioners endorsed a joint funding request from Mayor Steve Schewel to support a vaccine equity strategy.
- B. The Durham Vaccine Equity Program aims to address racial and ethnic disparities in vaccination rates in Durham County.
- C. The County and City agree to fund the Durham Vaccine Equity Program in equal shares and agree that the program will be administered by Curamericas Global, Inc. (“Curamericas”).
- 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 Durham Vaccine Equity Program. The Parties intend, and the City agrees that it will enter into and manage a six-month contract with Curamericas, which will be funded in equal amount by the City and the County. The City and County agree the primary purpose of the Durham Vaccine Equity Program is to promote the public purpose of protecting the health and safety of Durham citizens, specifically by increasing vaccination rates among Durham County residents and to reducing racial and ethnic disparities in these rates.

**ARTICLE 2
DEFINITIONS**

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

A. Durham Vaccine Equity Program. A six-month program that will (1) increase the number of trained community health workers connected to local community-based organizations (CBOs) with the goal of building trust in the vaccine and increasing vaccination rates in historically marginalized communities; (2) coordinate this work across multiple organizations to avoid unnecessary duplication of efforts and identify places that may otherwise fall through the gaps; and (3) remove barriers to vaccination uptake through close cooperation between CBOs and vaccine providers including Durham County Public Health to make it as easy as possible for people to get vaccinated.

B. Contractor. Curamericas Global, Inc. (“Curamericas”) is the Contractor that will administer the Durham Vaccine Equity Program, pursuant to a contract managed by the City of Durham.

C. Community Based Organizations. The Contractor will provide subgrants to local community-based organizations (CBOs), which will be responsible for hiring, training, and managing the CHWs. Specifically, the Contractor will offer subgrants to the following CBOs: El Centro Hispano, Project Access, La Semilla, TRY, CAARE, Student U, PEACH, Slice 325, and UNC Gillings School of Public Health (with the team overseeing the Back on the Bull Community Health Ambassadors program).

ARTICLE 3 TERM AND TERMINATION

A. Term. The initial term of this Agreement shall be for six 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 (60) days from the date notice is issued.

ARTICLE 4 COUNTY AGREES

The County agrees:

A. To transfer to the City up to \$650,000 in Fiscal Year 2021-2022 funds to match the City’s investment in the Durham Vaccine Equity Program at an amount up to \$650,000 determined by the City invoices submitted by Curamericas.

B. The County shall remit the entirety of Fiscal Year 2021-2021 funds due to the City under this Agreement within thirty (30) business days of the execution of this Agreement, to be delivered

by wire transfer to the account indicated by the City.

- C. To designate a County staff member to serve as the primary contact for the City on matters related to the Durham Vaccine Equity Program contract (the “County Designee”).

**ARTICLE 5
CITY AGREES**

The City agrees:

- A. To use the County Funds during the Term to fund the Durham Vaccine Equity Program administered by Curamericas that is consistent with the scope or work detailed in Exhibit A of the Contract with the Contractor 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 \$650,000 in Fiscal Year 2021-2022 funds to fund the Durham Vaccine Equity program administered by Curamericas.
- E. To work with Contractor to prioritize project activities to ensure that the Contractor is able to meet the need of Durham’s residents in need of COVID-19 vaccines.
- F. To share with the County Designee, monthly performance reports provided by the Contractor as specified under the agreement with the Contractor.
- G. To notify the County Designee of any changes to scope of the Project and to solicit input from the County via the County Designee on any proposed substantive 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 six-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.

[Signature block on the following page.]

COUNTY OF DURHAM

BY: Claudia O. Hager, Interim County Manager

ATTEST: _____

CLERK

CITY OF DURHAM

BY: Wanda S. Page, City Manager

ATTEST: _____

CLERK