

**INTERLOCAL AGREEMENT FOR YOUTHWORX INTERNSHIP PROGRAM  
BETWEEN THE  
CITY OF DURHAM AND DURHAM COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this the 10<sup>th</sup> day of June, 2019, by and between the City of Durham, North Carolina (“the City”), and Durham County (“the County”), collectively hereinafter referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the City of Durham’s Office of Economic and Workforce Development (“OEWD”) operates the Durham YouthWork Internship Program (“the Program”), which offers Durham youth ages 14-24 the opportunity to gain work experience and develop skills through employment opportunities in and around Durham;

WHEREAS, the County supports the goals of this program and budgets annually for Durham youth participate in this program, some of them placed within the County and some of them placed by and through the City of Durham in external organizations; and

WHEREAS the County budgeted for 25 youth to be placed through and paid by the City in the summer of 2018; and

WHEREAS the County anticipates continuing to support these work-based learning experiences, with the number of youth to be placed through and paid by the City to be determined annually through budgeted appropriates and discussions with the City; and

WHEREAS, OEWD and the County are authorized to enter into an interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 *et seq.*;

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Purpose:** The purpose of the Agreement is to provide a mechanism for the County to reimburse the City for internship positions paid by OEWD for the summer of 2018 and in each subsequent summer.

**2. Duration:** The Agreement shall remain in effect and automatically renew each year and be applicable insofar as the County budgets funds for this purpose and discussions between the City and County lead to an agreed upon number of internships to be supported by the County through the City.

**3. Administration of Agreement:** The City Manager and the County Manger or their designees shall be responsible for administering and undertaking the obligations of the respective Parties they represent consistent with the terms of this Agreement.

**4. Financing:** County funding budgeted for YouthWork internships, in the agreed upon amounts for the agreed upon numbers of youth, shall be transferred to OEWD for use solely as compensation to youth ages 14 to 24 participating in the Program. The internship cost calculation detailing the costs of each intern to be born by the County shall be depicted in Exhibit A, "Internship Cost Estimate per Student." This exhibit shall be updated annually or as needed, and if not updated by the time the County's funding commitment is made, the previous year's calculation shall apply. All other program costs shall be paid by OEWD.

## **5. Payment**

- a) In year one of the Agreement (2018-19), based on Exhibit A, the County's funding commitment was \$37,500 for 25 internships that did take place, and this amount shall be transferred to OEWD upon execution of this interlocal agreement.

- b) In all subsequent years, if funding for this purpose is included in the County budget, the City may invoice the County at any time after July 1<sup>st</sup> and the County shall pay the invoice within 60 days.

**6. Obligations and Rights of OEWD:**

- a. In subsequent years, OEWD will designate as many internship positions as the County budget allows assuming the levels of compensation in Section 5(d) below.
- b. OEWD is responsible for coordinating and managing the internships of youth through the Program. The parties acknowledge that the Program is operated and under the exclusive control of the City, to the extent permitted by this Agreement, federal and state laws and regulations, and Durham County policy. OEWD is responsible for complying with all applicable federal and state laws and regulations and selecting appropriate employers for internship placements.
- c. OEWD will make all efforts to place youth ages 14 to 24 in internship positions relating as closely as possible to the youth's' expressed career interests.
- d. OEWD will use County funding exclusively for the compensation of youth ages 14 to 24 participating in the YouthWork Internship Program. Any funds remaining at the end of the term of this Agreement shall be retained by OEWD to be used to fund internships during the following year. OEWD is responsible for complying with all applicable tax laws, including any required income withholding.
  - i. Placed students aged fourteen and fifteen will be paid minimum wage.
  - ii. Placed students aged sixteen and older will be paid one dollar per hour over minimum wage.

e. At the conclusion of each summer internship cycle, OEWD will provide the County with a report of students who were placed in internships.

**7. Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this Agreement.

**8. Amendment:** This Agreement may not be amended without the mutual written consent of both Parties.

**9. Termination:** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other.

**10. Notices:** All notices required to be given hereunder shall be by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

Durham County:

County Manger  
200 E. Main St.  
Durham, NC 27701

City:

City Manger  
101 City Hall Plaza  
Durham, NC 27701

**11. Governing Law:** North Carolina law shall govern this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**[SEAL]**  
**ATTEST:**

**Durham County**

By: \_\_\_\_\_  
County Manager

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

\_\_\_\_\_  
Finance Officer  
Durham County

State of North Carolina

**ACKNOWLEDGMENT BY DURHAM  
COUNTY**

County of \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that

\_\_\_\_\_ personally appeared before me this day and stated that he or she is \_\_\_\_\_ Secretary of the Durham County, a body corporate, and that by the authority duly given and as the act of said Board, the foregoing contract or agreement with the City of Durham was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself or herself as its said Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CITY OF DURHAM  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

Preaudit Certificate:

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

\_\_\_\_\_

Title of the contract:

\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, a notary public, certify:  
(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared  
before me (Type or print name of City Clerk or Deputy City Clerk who attested)  
in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she  
acknowledged that by authority duly given and as the act of the City of Durham, the foregoing  
document was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its  
corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public