

Civic Affairs Foundation

an **ACCG** initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC. ("the FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Newton County ("COUNTY"), having its principal office at 15151 Alcorn Drive. In exchange for valuable consideration, the parties agree as follows. Covington, GA 30014

I. GENERAL TERMS.

A. Agreement Term:

This AGREEMENT shall be effective as of May 1, 2016, and shall terminate on September 1, 2016, unless terminated earlier under other provisions of this AGREEMENT.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Government Internship Program for approved projects to the COUNTY to defray the costs of internships for undergraduate students, graduate students and recent graduates employed by the COUNTY from May 1, 2016 until September 1, 2016. This AGREEMENT provides the terms and conditions under which the COUNTY may employ an intern funded by this grant.

II. COMPENSATION.

In exchange for the COUNTY hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application and to learn about the operations of county government, the FOUNDATION shall provide funding to the COUNTY as follows:

A. Use of Grant Funds. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the FOUNDATION for the COUNTY to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2016, and September 1, 2016.

1. Amount of Compensation.

- a. **Hourly Rate.** Interns funded in whole or in part by this grant shall be paid a minimum of \$10.00 per hour. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of \$2,000.00, unless the **COUNTY** has agreed to pay a percentage of the costs.

If the **COUNTY** has agreed to pay a percentage of the costs for wages as provided for in their approved grant application the **COUNTY** shall be responsible for paying that percentage and the **FOUNDATION** will provide a reimbursement for the remainder of the costs.

The **COUNTY** may pay the intern at a higher rate than \$10 per hour at its own expense as provided for in their approved grant application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the hourly rate of \$10 per hour, including worker's compensation and FICA.

- b. **Workers Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost to cover the intern under the **COUNTY'S** worker's compensation plan at the rate of \$1 per \$100.00 of wages at the rate of \$10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of \$20.00. The **COUNTY** shall be responsible for worker's compensation costs for wages provided in excess of \$10 per hour as provided for in their approved grant application or as established at a later time by the **COUNTY**.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of \$153. If the **COUNTY** has agreed to provide additional funding above the \$10 per hour rate as provided for in their approved grant application or as established at a later time by the **COUNTY**, the **COUNTY** shall pay the FICA costs for the additional funding.

2. **Proof of Payment of Intern.** Upon completion of the internship and before September 19, 2016, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form; (3) proof of payment for each payment period for every intern receiving funding through this **AGREEMENT**; and (4) signed and completed reimbursement form provided by the **FOUNDATION**. All proof of payment information shall be submitted by September 19, 2016 in order to be eligible to receive grant reimbursement.

3. **Additional Compensation for Intern.** The **COUNTY** may supplement the funds provided under this **AGREEMENT** in order to increase the hourly wages of the intern. Notification of the supplement along with supporting information documenting the

increase shall be submitted to the **FOUNDATION** if not previously provided for in the approved grant application. The **COUNTY** may also increase the hours worked by the intern, in which case the **COUNTY** is required to pay for any hours worked beyond 200 hours, as well as any overtime worked in accordance with the Fair Labor Standards Act. The **COUNTY** shall be responsible for the additional FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the **COUNTY** by the **FOUNDATION** for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the \$10 per hour rate.

III. Obligations of COUNTY:

- A. Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- B. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this **AGREEMENT**, the **COUNTY** must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application. The **COUNTY** may not hire an intern as an independent contractor.
- C. Withholdings, Coverage and Wage Requirements.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least \$10.00 per hour and be covered by the **COUNTY'S** workers' compensation plan.
- D. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- E. Compliance with Applicable Provisions of Federal and State Laws and Regulations**
 - 1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. **Compliance with Other Applicable Laws.** The **COUNTY** shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this **AGREEMENT**.

3. **Fair Labor Standards Act**
4. **Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996 (HIPPA).**
5. **Walsh-Healy Act, 41 U.S.C. 35 et seq.**
6. **Service Contract Act of 1965, 41 U.S.C. 351-58, as amended by P.L. 92-473 and P.L. 94-489**
7. **Vietnam Era Veterans and Rehabilitation Assistance Act, P.L. 107-288.**
8. **Public Law 109-234, Salary and Bonus Limitations.**
9. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

F. Duty to Notify FOUNDATION. It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

IV. Contract Modification/Alteration

No amendment, modification or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. Termination

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice to terminate by the FOUNDATION. The COUNTY shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- B. **Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of this AGREEMENT, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and

complete the internship within the grant period and at least 100 hours are remaining of the internship.

VI. Access to Records, Records Retention, and Investigation

- A. The state, federal government and **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has full authority to investigate any allegation of misconduct in performance of duties arising from the contract made against an employee of the **COUNTY**. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** full access to its records and by allowing its employees to be interviewed during such investigations.

VII. Hold Harmless Clause

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION** and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

IX. Nepotism

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county shall refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

X. Campaign and Other Impermissible Activities

Interns hired through the Georgia County Internship Program and paid for through this grant are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the county. Interns are further not permitted to run personal errands for county officials and staff or work on projects that are unrelated to county government. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

XI. Miscellaneous Provisions

- A. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION** or the Association County Commissioners of Georgia (ACCG).
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.
- D. The ACCG is not a party to this contract. Any work done on behalf of the **FOUNDATION** by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this **AGREEMENT** shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNTY** nor shall the **COUNTY** have any authority to bind the ACCG in any respect.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A Intern Consent Form
- Exhibit B Intern Information Form

- Exhibit C Frequently Asked Questions about GCIP Internships
- Exhibit D Reimbursement Form
- Exhibit E E-Verify Usage Acknowledgement Form
- Exhibit F County Grant Application

COUNTY:

William K. Ellis
Chair

William K. Ellis
Name

This 8 day of March, 2016

FOUNDATION:

Ross King
Ross King, Foundation Secretary-Treasurer

Ross King
Name

This 5th day of February, 2016