

**REVISED**

## **INTEROFFICE MEMORANDUM**



**TO:** Board of Commissioners  
**FROM:** Office of the County Manager  
**DATE:** April 20, 2021  
**SUBJECT:** Agenda Item # 21-0297 Revision

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The attached agenda item has been revised to include **the corrected “Requested Action”**.

### **#21-0297 – Solicitor General**

Request approval to apply and accept a grant from The University of Georgia School of Public & International Affairs in the amount up to \$24,000.00 for The Fulton County Restorative Justice Summer Internship Program. The Fulton Office of Solicitor-General established relationships with the School of Public & International Affairs which selected Fulton County to host the inaugural legal internship program to expose their students to Restorative Justice and balanced approaches to prosecution. ~~We propose to utilize salary savings to pay the upfront expenses for the summer 2021 intern collaboration between The University of Georgia School of Public & International Affairs (UGA) and The Fulton County Office of Solicitor-General. UGA is providing reimbursable funding through the School of Public & International Affairs pursuant to the award letter that reimburses the costs to Fulton County to engage interns to complete projects related to law, government and public policy. The grant requires a cash match in the amount up to \$24,000.00. The cash match is available in the department's FY 2021 budget. The funding line is 100-400-4000-1000.~~ The program will be funded through an award from The University of Georgia School of Public & International Affairs (UGA)".

Thank you



# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 21-0297

Meeting Date: 4/21/2021

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to apply and accept a grant from The University of Georgia School of Public & International Affairs in the amount up to \$24,000.00 for The Fulton County Restorative Justice Summer Internship Program. The Fulton Office of Solicitor-General established relationships with the School of Public & International Affairs which selected Fulton County to host the inaugural legal internship program to expose their students to Restorative Justice and balanced approaches to prosecution. ~~We propose to utilize salary savings to pay the upfront expenses for the summer 2021 intern collaboration between The University of Georgia School of Public & International Affairs (UGA) and The Fulton County Office of Solicitor General. UGA is providing reimbursable funding through the School of Public & International Affairs pursuant to the award letter that reimburses the costs to Fulton County to engage interns to complete projects related to law, government and public policy. The grant requires a cash match in the amount up to \$24,000.00. The cash match is available in the department's FY 2021 budget.~~ The funding line is 100-400-4000-1000. The program will be funded through an award from The University of Georgia School of Public & International Affairs (UGA)".

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. § 36-10-1 and Fulton County Code §102-384

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

### Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

### Is this a purchasing item?

No

**Summary & Background** *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

### Scope of Work:

**Community Impact:****Department Recommendation:****Project Implications:****Community Issues/Concerns:****Department Issues/Concerns:**

**Contract Modification** (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*)

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|------|---------------|
| Original Award Amount    |          |      | \$ .00        |
| 1st Renewal              |          |      | \$ .00        |
| 2 <sup>nd</sup> Renewal  |          |      | \$ .00        |
| <b>Extension #1</b>      |          |      | \$ .00        |
| Total Revised Amount     |          |      | \$ .00        |

**Contract & Compliance Information** (*Provide Contractor and Subcontractor details.*)**Exhibits Attached** (*Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.*)**Contact Information** (*Type Name, Title, Agency and Phone*)**Contract Attached**

Choose an item.

**Previous Contracts**

Choose an item.

**Total Contract Value**

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

**Grant Information Summary**

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

**Fiscal Impact / Funding Source****Funding Line 1:****Funding Line 2:****Funding Line 3:****Funding Line 4:****Funding Line 5:**

| Key Contract Terms |                          |
|--------------------|--------------------------|
| Start Date:        | End Date:                |
| Cost Adjustment:   | Renewal/Extension Terms: |

**Overall Contractor Performance Rating:****Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**      **Report Period End:**



## **FULTON COUNTY SOLICITOR-GENERAL'S OFFICE COVID INTERNSHIP PROGRAM GRANT AGREEMENT**

This **AGREEMENT** is made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE **UNIVERSITY OF GEORGIA'S SCHOOL OF PUBLIC & INTERNATIONAL AFFAIRS ("UGA")**, having its principal office at 202 Herty Drive, Candler 109, Athens, Georgia 30602, and **FULTON COUNTY SOLICITOR GENERAL'S OFFICE ("COUNTY")**, having its principal office at 160 Pryor Street, Atlanta, Georgia 30303. In exchange for valuable consideration, the parties agree as follows.

### **I. GENERAL TERMS.**

#### **A. Agreement Term:**

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY'S** governing authority and entry on the **COUNTY'S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to UGA from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

#### **B. Purpose of Agreement:**

**UGA** is providing grant funding through the School of Public & International Affairs pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to engage interns to complete projects related to law, government and public policy from April 14, 2021 until June 30, 2021. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from **UGA**.

### **II. REIMBURSEMENT TO COUNTY.**

In exchange for the **COUNTY** permitting the intern(s) to perform

projects as described in the approved County Grant Application and to learn about the operations of county government, **UGA** shall provide reimbursement to the **COUNTY** as follows:

**A. Use of Grant Funds.**

**1. Amount of Reimbursement**

- a. **Hourly Rate.** The **UGA** shall reimburse the **COUNTY** for the cost of compensation at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for compensation per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs of compensation above the reimbursed hourly rate of \$12.00 per hour.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for the costs of compensation for pay that is greater than \$12.00 per hour or work exceeding 200 hours during the grant period.

**III. Obligations of COUNTY:**

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of compensation paid and approved related costs for up to 200 hours of actual work performed by a qualified intern, from April 14, 2021 until June 30, 2021, for the **UGA** approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in

whole or in part by this grant a minimum of \$12.00 per hour for each hour worked by the intern.

- C. **Internship Requirements.** All interns must have virtual supervision and assignments, be provided with work projects and be afforded the opportunity to learn about the operations of county government and courts.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, and with proper authorization, the **COUNTY** shall provide the following information to the **UGA**: (1) copy of the offer letter provided to the intern upon hire; (2) proof of payment for each payment period for every intern receiving funding through this Agreement; (3) signed and completed reimbursement form ("Reimbursement Form"); and (4) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **UGA** by June 30, 2021 in order to be eligible to receive grant reimbursement.
- E. **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 intern who is an undergraduate student to perform the projects. The **COUNTY** may hire an intern as an independent contractor or as a paid volunteer for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement with proper authorization. The **COUNTY** must submit to **UGA** no later than thirty (30) days from intern's first day on assignment, the intern consent form ("Intern Consent Form"); the intern information form ("Intern Information Form"; and an intern photograph.
  - 1. The parties agree that the internship is for the primary benefit of each individual intern and limited to those students who are current students of UGA for whom the internship is tied to the formal educational program in which the intern is enrolled. The **COUNTY** will not use the internships to displace the work of paid employees, and there is no promise of future employment for any intern.
- F. **Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings.

- G. **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 race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or natural origin, religion, age, genetic information, disability, or veteran status or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. **Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
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. **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).
- I. **Duty to Notify UGA.** It shall be the duty of the **COUNTY** to notify the **UGA** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part 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 **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.



- K. **Campaign and Other Impermissible Activities.** Interns hired through the **UGA** Program and paid through grant funding 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. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **UGA**.

#### **IV. CONTRACT MODIFICATION**

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**

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** **UGA** 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 of breach and intention to terminate by the **UGA**. The **COUNTY** shall be required to submit all required information not later than 20 days after the 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.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated as an intern prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.
- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate June 30<sup>th</sup>, 2021.

- D. **Survival**. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

#### **VI. Access to Records, Records Retention, and Investigation**

- A. **UGA** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** pertaining to this agreement or funds received from UGA pursuant to this agreement for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-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 **UGA** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **UGA** reasonable access to its records and any other resources as necessary to investigate the allegation.

#### **VII. Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless **UGA**, 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.

#### **XI. Miscellaneous Provisions**

- .
- A. Neither the **UGA** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- B. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

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

**FOR THE BOARD OF REGENTS  
OF THE UNIVERSITY SYSTEM  
OF GEORGIA BY AND ON  
BEHALF OF THE UNIVERSITY  
OF GEORGIA:**

\_\_\_\_\_  
Name  
Title

**FOR FULTON COUNTY SOLICITOR  
GENERAL’S OFFICE:**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Keith Gammage  
Solicitor General of Fulton County



UNIVERSITY OF  
**GEORGIA**

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## School of Public and International Affairs

*Office of the Dean*

March 9, 2021

Cierra I. Cavor  
Chief of Staff  
Office of the Fulton County Solicitor General Keith E. Gammage  
160 Pryor Street, SW  
Third Floor  
Atlanta, Georgia 30303  
(404) 612-1067  
[Cierra.Cavor@fultoncountyga.gov](mailto:Cierra.Cavor@fultoncountyga.gov)

Dear Ms. Cavor,

Congratulations! The University of Georgia's School of Public and International Affairs, has approved funding for up to \$24,000 for your Fulton County Solicitor General's Office Internship program. Our offer of this funding is subject to your agreement to:

1. Use the awarded funds only as specified in the approved proposal.
2. Maintain your records to show and account for the uses of the awarded funds.
3. Allow UGA access to records to verify award expenditures and activities.
4. Provide written or electronic mail acknowledgment of receipt of payments of awarded funds.
5. Cooperate with efforts of UGA to further publicize the award.
6. Comply with reasonable requests for information about program activities.

If your organization agrees to these terms, we will be able to move forward with the proposal as outlined in the Memorandum of Understanding. We appreciate being able to assist you with your efforts.

Sincerely,  
Adam Paige  
Internship and Recruiting Coordinator  
School of Public and International Affairs

*Commit to Georgia* / [give.uga.edu](http://give.uga.edu)

*An Equal Opportunity, Affirmative Action, Veteran, Disability Institution*

## OFFICE OF THE SOLICITOR GENERAL

KEITH E. GAMMAGE  
Solicitor General



Carnes Justice Center Building  
160 Pryor Street, S.W., Third Floor  
Atlanta, Georgia 30303-3477  
(404) 612-4800 Main  
(404) 730-7121 Facsimile

### Memorandum

**To:** James Husserl, Budget Manager – Finance

**From:** Keith E. Gammage, Solicitor-General/cc

**Cc:** Catherine Walker, Budget Analyst – Finance

**Date:** April 6, 2021

**Subject:** 400 Salary Savings Request – Reimbursable UGA paid legal internship

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The purpose of this memorandum is to obtain your authorization to utilize reimbursable salary savings in order to execute our UGA/Fulton SG Internship Program. The Fulton Office of Solicitor-General established relationships with the School of Public & International Affairs which selected Fulton County to host the inaugural legal internship program to expose their students to Restorative Justice and balanced approaches to prosecution. We propose to utilize salary savings to pay the upfront expenses for the summer 2021 intern collaboration between The University of Georgia School of Public & International Affairs (UGA) and The Fulton County Office of Solicitor-General.

UGA is providing reimbursable funding through the School of Public & International Affairs pursuant to the award letter that reimburses the costs to Fulton County to engage interns to complete projects related to law, government and public policy beginning April 14, 2021 until June 30, 2021. Ten (10) students will be selected to participate in The Fulton County Restorative Justice Summer Internship Program, hosted by Solicitor-General Gammage. Students will earn \$12.00 per hour up to 200 hours for a maximum reimbursement of \$2,400.00 per intern. These expenses will be reimbursed by the University of Georgia.

To be eligible to receive the reimbursement, Fulton County must hire an intern who is an undergraduate student at UGA. Office of Fulton County Attorney has already approved the MOU between our office and UGA. As agreed upon, Fulton County may hire an intern as an independent contractor or as a paid volunteer for reimbursement under the agreement proposed between the Fulton County Attorney's Office and the Legal Affairs team of UGA. Neither the University nor any of their students/interns are considered full-time employees of Fulton County therefore eliminating the need for fringe benefits, FICA and Medicare SS expenses. This is a great program for Fulton County and for UGA. It is noteworthy that Fulton County was selected over Athens-Clarke and other local jurisdictions that sought consideration.

*Smart, Fair & Restorative Justice*

We see this great program as budget neutral. The total estimated reimbursable cost for this collaboration is \$24,000.00. Additional information concerning this request for which we would like to utilize salary savings is listed below.

| Project  | Amount      | Transfer From        | Transfer To           | Comment  |
|--|-------------|----------------------|-----------------------|--|
| 2021 FCSG<br>Restorative<br>Justice Summer<br>Internship | \$24,000.00 | Funding Line<br>1000 | 100-400-4000-<br>1005 | Ten (10) interns<br>being<br>compensated at<br>max \$2,400.00<br>each. |