

# ATLANTA URBAN CORPS

30 COURTLAND STREET, N.E. / PHONE [404] 525-2662 / ATLANTA, GEORGIA 30303

## AGREEMENT BETWEEN THE CITY OF ATLANTA URBAN CORPS AND A NON-CITY OF ATLANTA AGENCY

TO: THE CITY OF ATLANTA URBAN CORPS

FROM: \_\_\_\_\_ Hereafter called the "Agency"  
(Name of Agency)  
\_\_\_\_\_  
(Address)

Whereas the above named Agency, a public private non-profit (delete one) organization desires to participate in the Atlanta Urban Corps, a program operated under the Mayor's office of the City of Atlanta, and in consideration for the assignment of Urban Corps student interns to the Agency, we do hereby agree to the following terms and conditions:

(1) The Urban Corps shall have the right to approve or reject requests for student interns submitted by this agency upon forms provided for that purpose by the Urban Corps.

(2) The Agency shall utilize such students as may be assigned to it in accordance with the specifications set forth in its written request to the Urban Corps, and shall immediately notify the Urban Corps of any change in nature of assignment, duties, supervisor or work location.

(3) The Agency shall provide such students as may be assigned to it with a safe place to work and with adequate responsible supervision.

(4) The Urban Corps shall have the right to inspect at any time the work being performed by such students as may be assigned to the Agency, and shall have the right to interview such students and their supervisors.

(5) The Urban Corps shall have the right to require such students as may be assigned to the Agency to attend such general or special meetings, or to appear at the Urban Corps office, individually or as a group, as shall be necessary for the proper functioning of the program.

(6) In accordance with the requirements of the Federal law work performed

by such students as may be assigned to the Agency shall - - - - -

- a. be in the public interest;
- b. will not result in the displacement of employed workers or impair existing contracts for services;
- c. does not involve the construction, operation, or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious worship, and;
- d. does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

(7) The Agency shall require such students as may be assigned to it to submit time reports and follow such other procedures as may be established by the Urban Corps.

(8) The Urban Corps shall have the right to remove any student assigned to the Agency from said assignment and from the Agency at any time for any reason without prior notice, and the Urban Corps shall not be obligated to replace said student.

(9) The Agency warrants that it is in compliance with the provisions of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252).

(10) The Agency shall indemnify, protect and hold harmless the Atlanta Urban Corps and the City of Atlanta from all claims, causes or actions which may result from the assignment of students to the Agency.

(11) The City of Atlanta Urban Corps shall be deemed the employer for purposes of this agreement, with the ultimate right to control and direct the services of such students as may be assigned to the Agency. Interns shall be designated as "casual" employees of the City of Atlanta and subject to fringe benefit limitations

imposed on "casual" employees of said city. The Agency's rights shall be limited to the direction of the immediate details and means by which the result is to be accomplished.

(12) The Urban Corps shall be wholly responsible for securing the compensation of such students as may be assigned to the Agency, except that the Agency shall become fully liable for such sums as may be due to provide the proper compensation in the event that the Agency, either knowingly or unknowingly, violates any applicable provisions of law or the terms of this agreement.

(13) The Agency shall, by June 9, 1969, advance to the Urban Corps an amount equal to \$250.00 per intern. This money shall be used as the Agency's 20% share of the intern's gross earnings, Workmen's Compensation costs to the Urban Corps, employer's share of Social Security and an amount equal to 5% of the intern's gross earnings for administrative costs to the Urban Corps and the City of Atlanta. The Agency shall, upon written request of the Urban Corps, provide such additional funds as may be required where the amount previously advanced by the Agency proves inadequate. The Urban Corps shall, within sixty (60) days after the termination of work of such students as were assigned to the Agency, return to the Agency such of its funds as were not required under the terms of this Agreement. Remittance to the Urban Corps shall be made payable to the Atlanta Urban Corps, City of Atlanta.

Number of interns \_\_\_\_\_ Total Amount due at \$250 per intern \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

FOR THE AGENCY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Based upon the statements and affirmations made by the Agency through the above document, the Urban Corps, acting by and through the Mayor of the City of Atlanta, hereby agrees to the assignment of students to said Agencies, in accordance with said document and the applicable laws and regulations.

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Dated

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Mayor of the City of Atlanta

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City Clerk

SEAL