



## **AGREEMENT BETWEEN NORTH GEORGIA WORKS! INC. AND [HALL COUNTY GOVERNMENT]**

THIS AGREEMENT ("Agreement") is effective the 14th day of August 2025 ("Effective Date"), by and between North Georgia Works! Inc., a 501(c)(3) corporation (henceforth referred to as "NGW!"), and [HALL COUNTY GOVERNMENT] (henceforth referred to as "BP"). NGW! and HALL COUNTY GOVERNMENT are sometimes referred to herein individually as "Party" and collectively as "Parties".

### **WITNESSETH**

WHEREAS, HALL COUNTY GOVERNMENT requires occasional temporary labor and other work services (collectively "Services"); and

WHEREAS, NGW! is an active 501(c)(3) Georgia corporation whose mission is to provide and implement a cost effective, comprehensive program to help unsheltered people achieve self-sufficiency, including through work training; and

WHEREAS, NGW! desires to provide NGW! Trainees ("Trainees") work training by having them provide Services for HALL COUNTY GOVERNMENT; and

WHEREAS, NGW! and HALL COUNTY GOVERNMENT agree that the use of Trainee work crews to perform the Services for HALL COUNTY GOVERNMENT will further the NGW! mission and help the Trainees develop work and life skills;

NOW, THEREFORE, in consideration of NGW!'s agreement to provide Trainee work crews for the purpose of providing Services for HALL COUNTY GOVERNMENT, the Parties agree as follows:

1.

NGW! shall make available Trainees for Services. Nothing in this provision requires HALL COUNTY GOVERNMENT to accept services on a daily basis, but rather HALL COUNTY GOVERNMENT will determine how many days each week it requests Services from each Trainee.

2.

HALL COUNTY GOVERNMENT is not responsible for transporting the Trainees to the work site, nor providing clothing or uniforms. All the other materials and equipment as may be necessary for the particular assignment shall be the responsibility of HALL COUNTY GOVERNMENT unless otherwise stated. NGW! guarantees the Trainees will be drug and alcohol free while providing the Services.

3.

HALL COUNTY GOVERNMENT shall pay to NGW! an agreed upon hourly fee for each Trainee for actual Services provided by the Trainees as reimbursement for all salaries, costs, and expenses incurred by NGW! to be able to have its Trainees provide the Services. The HALL COUNTY GOVERNMENT will pay time and a half for all hours over 40 weekly.

4.

The Trainees shall perform the Services for HALL COUNTY GOVERNMENT. NGW! contracts with HALL COUNTY GOVERNMENT only for purposes set forth in this Agreement, and its relationship with HALL COUNTY

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GOVERNMENT shall be that of an independent contractor. The Services shall be performed under the direct and exclusive supervision of HALL COUNTY GOVERNMENT which shall have the sole authority and control over the time, manner, means, and method by which the Services shall be performed and as such, assumes responsibility for the results of our Trainees' work. NGW!, its employees, and its Trainees shall not be deemed employees, agents or representatives of HALL COUNTY GOVERNMENT, nor be regarded as one in joint ventures, servants, or partners of HALL COUNTY GOVERNMENT. If a Trainee leaves the NGW! Program of his own accord and desires the HALL COUNTY GOVERNMENT to "hire" them as an employee upon their exit, the HALL COUNTY GOVERNMENT must inform NGW! and follow a 90 day "DO NOT HIRE" protocol. Also, HALL COUNTY GOVERNMENT may not approach a Trainee who is working with them to discuss becoming a full-time hire or what hourly rate they would pay without discussing this information with the Program Director first.

5.

All Services provided by the Trainees must be performed on property and/or in facilities of HALL COUNTY GOVERNMENT only. Under no circumstance shall the Trainees be assigned to provide the Services to or on behalf of any private entity, private property or private facility that is not under direct ownership and control of HALL COUNTY GOVERNMENT.

6.

Although HALL COUNTY GOVERNMENT shall have insurance for those working at their facility or assigned worksite, NGW! will maintain Workers' Compensation Insurance covering the Trainees in accordance with the laws of the State of Georgia.

The insurance carrier shall hold an A.M. Best rating (if applicable) of "A-" (Excellent) or higher. North Georgia Works! shall provide a certificate of insurance evidencing this coverage to HALL COUNTY GOVERNMENT upon execution of this Agreement.

North Georgia Works! commitment to obtain and maintain the workers' compensation insurance coverage is without prejudice to its Trainees' status as trainees and does not establish an employer/employee relationship between North Georgia Works! and any of its Trainees for any purpose.

North Georgia Works! will provide written notice to HALL COUNTY GOVERNMENT of any change in the policy of insurance coverage.

7.

NGW! will invoice HALL COUNTY GOVERNMENT weekly for fees related to the Services provided by the Trainees during Saturday through Sunday of the preceding week. HALL COUNTY GOVERNMENT shall pay the invoice amount to NGW! within [fifteen] (15) days following its receipt of the invoice.

8.

NGW! and HALL COUNTY GOVERNMENT shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement.

9.

The term ("Term") of this Agreement shall be for one year from the Effective Date and shall be automatically renewed for successive one-year terms unless changed in a written communication signed by both Parties.

10.

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This Agreement may be terminated by either Party for any reason at any time. Such termination shall be in writing and may be delivered personally, overnight delivery service, or by United States certified mail.

11.

In connection with the training experience covered by this Agreement, both Parties may have access to proprietary and/or confidential materials and information developed or otherwise made available by the other Party; each shall (both during and after this Agreement) use such materials and information only in connection with this training experience and protect them from disclosure to third parties in the same manner as it protects its own proprietary and/or confidential information of like kind, but in any event with reasonable care.

12.

The limit of our liability (whether in contract, negligence, tort or other theory of relief) to you or any third party concerning performance or non-performance by us, or in any manner related to this Agreement, for any and all claims shall not in the aggregate exceed the fees and expenses paid by you to us hereunder with respect to the work involved.

13.

This Agreement shall not be modified verbally, but any modifications or amendments of the terms shall be in writing and signed by the duly authorized representatives of each Party hereto.

14.

If any provision(s), of this agreement is or are held to be invalid or unenforceable the remaining provision(s) are, nevertheless, to be in full force and effort.

15.

The laws of the State of Georgia will govern this Agreement.

In witness whereof, the Parties hereby execute this Agreement on the dates shown below.

**HALL COUNTY GOVERNMENT**

**North Georgia Works!, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Michael Giddens  
Print Name

\_\_\_\_\_  
Date

8/14/2025  
Date

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## Trainee Services Contract

North Georgia Works!, as part of our Business Partner Agreement with you, is pleased to provide temporary labor and other work services to **HALL COUNTY GOVERNMENT**. We have enjoyed our relationship to date and look forward to providing you with excellent resources to assist you in your labor needs.

Below are the specifics for this particular contract engagement:

<b>Contract Start Date:</b>	<b>Estimated Work Hours per Week:</b>	<b>40</b>
<b>Trainee Name:</b>	<b>Hourly Fee:</b>	<b>\$16/hour</b>
<b>Invoice Periodicity: Weekly/Electronic (Email)</b>	<b>Payment Due Date (Net)</b>	<b>15 days</b>

**Worksite Address:**

**Worksite POC Person:**  
**Phone Number:**  
**POC Person email address:**

**Billing Address (if different):**

**Billing POC Person:**  
**Phone Number:**  
**POC Person email address:**

<b>NGW! POC: Michael Giddens</b>	<b>Phone: 770-877-2717</b>	<b>Email: <a href="mailto:mgiddens@northgeorgiaworks.com">mgiddens@northgeorgiaworks.com</a></b>
<b>NGW! Address: PO Box 2458 Gainesville, GA 30503</b>		

We appreciate the opportunity to serve and are very grateful for your support of our Trainee program. If you have any questions or concerns regarding this contract, our work performance, or any other matter, please contact us for our immediate attention and prompt resolution.

Thanks again for your support to our organization and the community!

Best regards,

Michael Giddens  
Executive Director  
North Georgia Works!