



CONTRACT DOCUMENTS FOR

SWC80781

TEMPORARY STAFFING SERVICES

For

REGISTRATION & ELECTIONS

Contract Agreement

This Agreement for Temporary Staffing Services for the Department of Registration & Elections is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Happy Faces Personnel Group, Inc., hereinafter referred to as "HAPPY FACES" or "Contractor."

Contract Documents

County and HAPPY FACES agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number 99999-001-SPD0000136-0003)
- III. Attachment A, Scope of Services and Compensation
- IV. Attachment B, Service Level Agreement substituting Fulton County or ("County") for "State" or "DOAS".

This Agreement was approved by the Fulton County Board of Commissioners on **November 20, 2019, BOC Item # 19-0962.**

Indemnification

HAPPY FACES shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnify and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its

subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

HAPPY FACES agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC80781. HAPPY FACES's agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By HAPPY FACES to: Director
 Department of Registrations & Elections
 141 Pryor Street, Suite
 Atlanta, Georgia 30303
 Attn: Richard L. Barron
 Email: richard.barron@fultoncountyga.gov

With a copy to: Director
 Department of Purchasing & Contract Compliance
 130 Peachtree Street, S.W., Suite 1168
 Atlanta, Georgia 30303
 Attn: Felicia Strong-Whitaker
 Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: Happy Faces Personnel Group, Inc.
 4333 Lynburn Drive
 Tucker, GA 30084
 Attn: Michael Hairston
 Email: mhairston@happyfaces.net

The parties to this service agreement agree to the above referenced conditions:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Tonya R. Grier
Tonya Grier, Interim Clerk to the Commission
Fulton County Board of Commissioners

(SEAL)



Approved as to Content:

DocuSigned by:
Richard L. Barron
Richard L. Barron
Director, Department of Registration & Elections

Approved as to Form:

DocuSigned by:
Patrise Perkins-Hooker
Patrise Perkins-Hooker
County Attorney, Office of the County Attorney

HAPPY FACES PERSONNEL GROUP, INC.

(Submitted By) Michael Hairston

(Approved By) Michael Hairston
Authorized Representative

(Title) Secretary / Director of Operations

Date: 01/17/2020

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 19-0962

RCS: 11/20/2019

ITEM#: 0

RM: 0

RECESS MEETING

REGULAR MEETING



Insurance Certificate to be attached

Scope of Services

The Contractor shall provide temporary staffing services for the Department of Registration and Elections. The scope of services shall be in accordance with the Service Level Agreement attached herein as Attachment B and as follows:

A. Contractor shall provide the following positions:

1. Regional Coordinator
2. Systems Specialist Technicians
3. Receiving and Inventory Specialists
4. Registration Specialists
5. Voter Education Coordinator
6. Fleet Coordinator
7. Courier
8. Instructors
9. Class Assistants
10. Election Auditor
11. Call Center Phone Bank
12. Security Manager
13. Early Voting Manager
14. Early Voting Assistant Manager
15. Early Voting Clerk
16. Line Monitor
17. Early Voting Assistant

Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Exceptions to these hours (including holidays, Saturdays and Sundays) must have prior written approval of the Owner.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

New Year's Day	Labor Day
Martin Luther King, Jr	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day (July 4th)	Christmas
New Year's Eve	

ATTACHMENT A

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Contractor must utilize an automated time and attendance system in order to document employees' time and attendance.

F. Reporting Responsibility

The Contractor will report directly to the Director of the Department of Registration and Elections or his designated representative.

G. Work Locations

Temporary Staff positions identified will report to the following work locations as directed by the County:

Early Voting sites located throughout Fulton County as specified per individual election by Fulton County Department of Voter Registration and Elections.

ATTACHMENT A**COMPENSATION**

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed amount of \$6,980,523.00 (Six Million Nine Hundred Eighty Thousand Five Hundred Twenty Three Dollars and No Cents) as shown below.

JOB TITLE	# of Positions	PAY RATE FOR 2020	OT PAY RATE FOR 2020	HF RATE FOR 2020	HF OT RATE FOR 2020
Regional Coordinator	4	\$14.08	\$21.12	\$18.30	\$23.06
Systems Specialist Technicians	18	\$14.92	\$22.39	\$19.55	\$24.63
Receiving and Inventory Specialists	15	\$13.67	\$20.51	\$17.91	\$22.56
Registration Specialists	10	\$13.67	\$20.51	\$17.77	\$22.39
Voter Education Coordinator	4	\$14.08	\$21.12	\$18.30	\$23.06
Fleet Coordinator	1	\$13.67	\$20.51	\$17.91	\$22.56
Courier	41	\$11.99	\$17.99	\$15.71	\$19.79
Instructors	8	\$30.60	\$45.90	\$39.17	\$49.35
Class Assistants	10	\$13.67	\$20.51	\$17.77	\$22.39
Election Auditor	12	\$15.00	\$22.50	\$19.20	\$24.19
Call Center Phone Bank	20	\$13.67	\$20.51	\$17.91	\$22.56
Security Manager	1	\$45.17	\$67.76	\$57.82	\$72.85
Early Voting Manager	27	\$14.08	\$21.12	\$18.30	\$23.06
Early Voting Assistant Manager	54	\$12.35	\$18.52	\$16.05	\$20.23
Early Voting Clerk	162	\$13.67	\$20.51	\$17.77	\$22.39
Line Monitor	25	\$15.00	\$22.50	\$19.50	\$24.57
Early Voting Assistant	3	\$18.01	\$27.02	\$23.42	\$29.51

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

INVOICING AND PAYMENT

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Department of Finance
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)

ATTACHMENT A

- c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

EXHIBIT 1

**FULTON COUNTY PAY AND HOLIDAY
SCHEDULE**

FULTON COUNTY 2020 PAY AND HOLIDAY CALENDAR

 PAY DAY HOLIDAY ● PAY PERIOD ENDING

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 ●	8	9	10	11
12	13	14	15	16	17	18
19	20	21 ●	22	23	24	25
26	27	28	29	30	31	

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 ●	5	6	7	8
9	10	11	12	13	14	15
16	17	18 ●	19	20	21	22
23	24	25	26	27	28	29

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 ●	4	5	6	7
8	9	10	11	12	13	14
15	16	17 ●	18	19	20	21
22	23	24	25	26	27	28
29	30	31 ●				

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 ●	15	16	17	18
19	20	21	22	23	24	25
26	27	28 ●	29	30		

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12 ●	13	14	15	16
17	18	19	20	21	22	23
24	25	26 ●	27	28	29	30
31						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9 ●	10	11	12	13
14	15	16	17	18	19	20
21	22	23 ●	24	25	26	27
28	29	30				

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 ●	8	9	10	11
12	13	14	15	16	17	18
19	20	21 ●	22	24	24	25
26	27	28	29	30	31	

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 ●	5	6	7	8
9	10	11	12	13	14	15
16	17	18 ●	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 ●	2	3	4	5
6	7	8	9	10	11	12
13	14	15 ●	16	17	18	19
20	21	22	23	24	25	26
27	28	29 ●	30			

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13 ●	14	15	16	17
18	19	20	21	22	23	24
25	26	27 ●	28	29	30	31

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10 ●	11	12	13	14
15	16	17	18	19	20	21
22	23	24 ●	25	26	27	28
29	30					

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 ●	9	10	11	12
13	14	15	16	17	18	19
20	21	22 ●	23	24	25	26
27	28	29	30	31		

											
New Year's Day Wednesday January 1	MLK Jr. Day Monday January 20	President's Day Monday February 17	Memorial Day Monday May 25	Independence Day Friday July 3	Labor Day Monday September 7	Columbus Day Monday October 12	Veterans Day Wednesday November 11	Thanksgiving Thursday & Friday November 26 & 27	Christmas Thursday & Friday December 24 & 25	New Year's Eve Thursday December 31	FULTON COUNTY

EXHIBIT 2
CERTIFICATE OF INSURANCE