



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

SWC # -99999-001-SPD0000136-0003

Temporary Staffing

For

Department of Registrations and Elections

Contract Agreement

This Agreement for temporary staffing services for the Department of Registration and 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” and **HAPPY FACES PERSONNEL GROUP, INC.**, hereinafter referred to as “Happy Faces” or “Contractor”, authorized to transact business in the State of Georgia.

Contract Documents

County and Vendor 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 SW# 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 July 14, 2021, BOC Item # 21-0328.

Contract Term

The contract will commence as of July 14, 2021 through December 31, 2021.

Indemnification

HAPPY FACES shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnity 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 99999-SPD-0000136-0008. HAPPY FACES 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 Registration and Elections
141 Pryor Street, Suite
Atlanta, Georgia 30303
Attn: Richard Barron
Email: Richard.barron@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent
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:

Chief Executive Officer
Happy Faces Personnel Group, Inc.
4333 Lynburn Drive
Tucker, GA. 30084
Attn: Michael Hairston
Email: mhairston@happyfaces.net

Cooperation with other Consultants

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONSULTANT: Michael Hairston

FULTON COUNTY, GEORGIA

**HAPPY FACES PERSONNEL
GROUP, INC.**

DocuSigned by:

Robert L. Pitts

14E1B4AA6F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Michael Hairston

46C2812A1E4B4E5...

Michael Hairston
Chief Executive Officer

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

EFC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

Michael Hairston

46C2812A1E4B4E5...

DocuSigned by:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

DocuSigned by:



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Cheryl Ringer

E6C34E69F54F407...

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:

Richard Barron

762F86CC5F4C401...

Richard L. Barron, Director
Department of Registration and Elections

Commission Expires: _____

(Affix Notary Seal)

ITEM#: ^{xxx} _____ RCS: ^{xxx} _____	ITEM#: ²⁰²¹⁻⁰³²⁸ _____ RM: ⁷⁻¹⁴⁻²⁰²¹ _____
RECESS MEETING	REGULAR MEETING

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of GA Department of Administrative Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

170437

Federal Work Authorization User Identification Number

Dec. 11, 2008

Date of Authorization

Happy Faces Personnel Group, Inc

Name of Contractor

DOAS SWC from Solicitation 99999-SPD0000136

Name of Project

GA Department of Administrative Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 1, 2017 in Tucker (city), GA (state).

L. Hairston
Signature of Authorized Officer or Agent

L. HAIRSTON, PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 1 DAY OF June, 2017.

Vanessa Canty
NOTARY PUBLIC

My Commission Expires:

8/14/17

Vanessa Canty
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Comm. Expires
08-14-2017

ATTACHMENT A
SCOPE OF SERVICES AND
COMPENSATION

ATTACHMENT A**Scope of Services**

The Contractor shall provide temporary staffing services for the Department of Registration and Elections to include 2020-2021 election reconciliations and open records requests; 2021 Special Countywide and 13 Municipal General Elections; Seven Run-Offs; and any unexpected Special District or Countywide Special Election prior to the November 2021 Elections.

A. Contractor shall provide the following positions:

POLL WORKER TRAINING - TEMP

2	R&E Assistant 1 - (PW Payroll / Training)
5	R&E Assistant 2 - (PW Payroll / Training)
10	Instructors
25	Rec and Doc Asst. (Class Assistants)

SYSTEM SPECIALIST EPC - TEMP

20	Systems Specialist (ED-TS Warehouse)
2	Election System Associates

VOTER EDUCATION / ADMIN - TEMP

1	Registration & Elections (Admin - Front Desk)
2	Registration and Elections (VEO)

SUPPLIES & LOGISTICS EPC - TEMP

15	R&E Assistant-Logistics
1	Executive Assistant
2	Courier - Fleet Coordinator
1	Security Manager
60	Couriers
4	AB Drop Box / Supply Couriers / Reconciliation

REGISTRATION - TEMP

5	R&E Assistant-Logistics
1	Executive Assistant
10	Call Center
5	Data Entry Clerk (Electronic Applications)
1	Retention
1	Quality Control

ABSENTEE - TEMP

7	Data Entry Clerks (10 Electronic Apps, 5 Paper)
2	Credit for Voting
5	Sorting
1	Ballot Openers and Runners
1	Rejection Clerks
1	Courier - Fleet Coordinator Mail Room
2	Courier- Mail Room
2	Retention (2 Scanners, 2 Index, 2 Retention)

ATTACHMENT A**2 Scanners****ADVANCE VOTING - TEMP**

- 24 Admin Asst. II (Advance Voting - Manager)
- 48 Admin Asst. I (Advance Voting – Asst. Mgr)
- 24 Advance Voting Line Monitors
- 24 Technicians - AV
- 24 Rec and Doc Asst. - Clerical (AV)
- 96 Rec and Doc Asst. (Advance Voting - Clerk)
- 24 Security AV Sites

COMMUNITY ENGAGEMENT MOBILE OUTREACH VEHICLE - TEMP

- 1 MVP Driver Coordinator (CDL preferred)
- 6 MVP Drivers (CDL preferred)

B. Normal Hours of Work

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

C. Observed Holidays

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

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.

ATTACHMENT A

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.

H. Candidate names submitted by the Department of Registration and Elections to Contractor for consideration for any open positions should be given priority for screening. A report regarding the disposition of the Candidates must be provided on a monthly basis to the Director of the Department of 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 \$7,744,880.00 (Seven Million Seven Hundred Forty Four Thousand Eight Hundred Eighty Dollars and No Cents). The services provided shall be compensated on an hourly rate basis as detailed below:

QTY		Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours
	1160 SALARIES - TEMPORARY				
	<u>POLL WORKER TRAINING - TEMP</u>				
2	R&E Assistant 1 - (PW Payroll / Training)	\$ 17.74	\$ 25.83	960	100
5	R&E Assistant 2 - (PW Payroll / Training)	\$ 20.68	\$ 30.06	960	100
10	Instructors	\$ 39.17	\$ 57.83	125	0
25	Rec and Doc Asst (Class Assistants)	\$ 17.77	\$ 25.84	150	0
	<u>SYSTEM SPECIALIST EPC - TEMP</u>				
20	Systems Specialist (ED-TS Whse)	\$ 23.60	\$ 33.06	1040	150
2	Election System Associates	\$ 15.00	\$ 22.50	1040	150
	<u>VOTER EDUCATION / ADMIN - TEMP</u>				
1	Registration & Elections (Admin - Front Desk)	\$ 19.74	\$ 25.83	560	40
2	Registration and Elections (VEO)	\$ 20.33	\$ 25.83	560	40
	<u>SUPPLIES & LOGISTICS EPC - TEMP</u>				
15	R&E Assistant-Logistics	\$ 17.74	\$ 25.83	1040	150
1	Executive Assistant	\$ 20.48	\$ 29.77	1040	150
2	Courier - Fleet Coordinator	\$ 26.87	\$ 38.76	160	40
1	Security Manager	\$ 57.82	\$ 85.37	20	0
60	Couriers	\$ 23.58	\$ 34.02	120	40
4	AB Drop Box / Supply Couriers / Reconciliation	\$ 17.22	\$ 22.66	200	32
	<u>REGISTRATION - TEMP</u>				
5	R&E Assistant-Logistics	\$ 17.77	\$ 25.84	1040	150
1	Executive Assistant	\$ 20.48	\$ 29.77	1280	102
10	Call Center	\$ 17.77	\$ 25.84	1280	102
5	Data Entry Clerk (Electronic Applications)	\$ 17.77	\$ 25.84	1280	102
1	Retention	\$ 17.77	\$ 25.84	1280	102
1	Quality Control	\$ 17.77	\$ 25.84	1280	102
	<u>ABSENTEE - TEMP</u>				
7	Data Entry Clerks (10 Electronic Apps, 5 Paper)	\$ 17.77	\$ 25.84	1280	102
2	Credit for Voting	\$ 17.77	\$ 25.84	1280	102
5	Sorting	\$ 17.77	\$ 25.84	1280	102
1	Ballot Openers and Runners	\$ 17.77	\$ 25.84	1280	102
1	Rejection Clerks	\$ 17.77	\$ 25.84	1280	102
1	Courier - Fleet Coordinator Mail Room	\$ 26.87	\$ 38.76	1280	102
2	Courier- Mail Room	\$ 23.58	\$ 34.02	1280	102
2	Retention (2 Scanners, 2 Index, 2 Retention)	\$ 17.77	\$ 25.84	1280	102
2	Scanners	\$ 17.77	\$ 25.84	1280	102

ATTACHMENT A**ADVANCE VOTING - TEMP**

24	Admin Asst II (Advance Voting - Manager)	\$ 19.55	\$ 28.43	176	77
48	Admin Asst I (Advance Voting - Asst. Mgr)	\$ 18.66	\$ 27.12	120	77
24	Advance Voting Line Monitors	\$ 19.65	\$ 28.35	120	77
24	Technicians - AV	\$ 31.00	\$ 47.25	120	77
24	Rec and Doc Asst - Clerical (AV)	\$ 17.77	\$ 25.84	120	77
96	Rec and Doc Asst (Advance Voting - Clerk)	\$ 17.77	\$ 25.84	120	77
24	Security AV Sites	\$ 50.00	\$ 75.00	120	77

COMMUNITY ENGAGEMENT MOBILE OUTREACH VEHICLE - TEMP

1	MVP Driver Coordinator	\$ 35.00	\$ 52.50	120	115
6	MVP Drivers	\$ 25.00	\$ 37.50	120	115

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

ATTACHMENT A

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)
 - 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.

ATTACHMENT B

SERVICE LEVEL AGREEMENT



SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

EXHIBIT 1

**FULTON COUNTY PAY AND HOLIDAY
SCHEDULE**

FULTON COUNTY 2021 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						

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	23	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 st	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
Friday
January 1st

MLK Jr. Day
Monday
January 18th

President's Day
Monday
February 15th

Memorial Day
Monday
May 31st

Juneteenth
Friday
June 18th

Independence Day
Monday
July 5th

Labor Day
Monday
September 6th

Veterans Day
Thursday
November 11th

Thanksgiving
Thursday & Friday
November 25th & 26th

Christmas
Friday & Monday,
December
24th & 27th

New Year's Eve
Friday
December 31st

FULTON
COUNTY

EXHIBIT 2

CERTIFICATE OF INSURANCE