

Contract Agreement

This Agreement for Temporary Staffing Services for the Department of Senior Services 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 New World Employment, LLC d/b/a Snelling of Tucker, GA hereinafter referred to as "Agency."

Contract Documents

County and Agency agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement;
- II. SWC99999-001-SPD0000136-0003, Temporary Staffing Services, incorporated herein by reference and made a part of this agreement;
- III. SWC99999-001-SPD0000136-0003, Contract Amendment #8 (this Amendment accepted the merger between Happy Faces Personnel Inc. and New World Employment, LLC d/b/a Snelling effective January 1, 2023 and changed the supplier name), included herein as Attachment 1;
- III. Exhibit 1: Scope of Services;
- IV. Exhibit 2: Compensation;
- V. Exhibit 3: Certificate of Insurance;
- VI. Exhibit 4: Georgia Security and Immigration Affidavit;
- VII. Exhibit 5: Fulton County Holiday and Payroll Calendar

This Agreement was approved by the Fulton County Board of Commissioners on December 7, 2022, BOC Item #22-0943.

Contract Term

The term of the agreement will be effective January 1, 2023 through June 30, 2023.

Compensation

Services shall be compensated on an hourly rate basis for a total not to exceed amount of \$127,378.59 (One Hundred Twenty Seven Thousand Three Hundred Seventy Eight Dollars and Fifty Nine Cents). The services provided shall be compensated on an hourly rate basis as detailed in Exhibit 2, Compensation.

Modifications

If during the course of performing the Project, County and Agency agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-

420 which is incorporated by reference herein.

Indemnification

Agency 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 Agency, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; 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 Agency in the performance of Contract services; or
- c) Liens, claims or actions made by the Agency 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 Agency, or its sub-consultant(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

Agency agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the SWC99999-001-SPD0000136-0003, Temporary Staffing Services.] Agency 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 Agency to: Director
Department of Senior Services
137 Peachtree Street
Atlanta, Georgia 30303
Attn: Ladisa Onyiliogwu
Email: ladisa.onyiliogwu@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: Principal
New World Employment, LLC d/b/a Snelling
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:

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

AGENCY:

**NEW WORLD EMPLOYMENT,
LLC D/B/A SNELLING**

DocuSigned by:

Michael Hairston

Michael Hairston
Principal

ATTEST:

DocuSigned by:

Tonya Grier

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Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



DocuSigned by:

ATTEST: *Michael Hairston*

[Signature]

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Ladisa Onyiliogwu

163AE4C82BAF41B...

Ladisa Onyiliogwu,
Director

ATTEST:

[Signature]

Notary Public

County: DeKalb

Commission Expires: 01/10/2026

(Affix Notary Seal)



BOC# 2022-0943

BOC Date: 12/7/2022