FULTON COUNTY

CONTRACT DOCUMENTS FOR

SWC99999-SPD0000136-003A

2024 TEMPORARY STAFFING SERVICES

For

DEPARTMENT OF SENIOR SERVICES

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-SPD0000136-003A, Temporary Staffing Services, incorporated herein by reference and made a part of this agreement;
- III. Scope of Services;
- IV. Compensation;
- V. Exhibit A: Fulton County Holiday and Payroll Calendar;
- VI. Exhibit B: Certificate of Insurance

This Agreement was approved by the Fulton County Board of Commissioners on December 20, 2023, BOC Item #23-0959.

Contract Term

The term of the agreement will be effective upon issuance of the Notice to Proceed through June 30, 2024.

Compensation

Services shall be compensated on an hourly rate basis for a total not to exceed amount of \$116,270.06 (One Hundred Sixteen Thousand Two Hundred Seventy Dollars and Six 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, 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 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, statue, 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.

<u>Insurance</u>

Agency agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the SWC99999-SPD0000136-003A, 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.

<u>Notices</u>

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: <u>ladisa.onyiliogwu@fultoncountyga.gov</u>
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: <u>felicia.strong-whitaker@fultoncountyga.gov</u>
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

Rdfbefftだが炉ftts, Chairman Fulton County Board of Commissioners

ATTEST:

—DocuSigned by: Tonya R. Gricr

Tonya R. Grier Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

-DocuSigned by:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by: Ladisa Onyiliogwu

Ladisa Onyiliogwu, Director AGENCY:

NEW WORLD EMPLOYMENT, LLC D/B/A SNELLING

Michael Hairston

Michael Hairston Principal

ATTEST:

Secretary/ Assistant Secretary

(Affix Corporate Seal)

ATTEST:

---- DocuSigned by:

Eva Simonetti

Notary Public

County: ________

Commission Expires: 04/11/2027

(Affix Not all)

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ITEM#: 23-0959	PCS.	ITEM#·	RM:
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RECESS MEETING		REGULAR MEETING	
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SCOPE OF SERVICES

Scope of Services

The Agency shall provide temporary staffing services to support the operations of the Department of Senior Services facilities:

- A. Agency shall provide the temporary staffing positions detailed in Exhibit 2.
- 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 4):

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 Agency's pay periods shall coincide with the County's pay periods (See Exhibit 5).

E. Automated Time and Attendance System

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

F. Dashboard

Agency shall provide the County with access to the Dashboard in order to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Agency will report directly to the Director of the Department of Senior Services or designated representative.

H. Work Locations

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

Dorothy C. Benson Senior Multipurpose Complex 6500 Vernon Woods Dr. Sandy Springs, GA 30328

J.C. Bowden Senior Multipurpose Facility 2885 Church St. East Point, GA 30344

Harriett G. Darnell Senior Multipurpose Facility 677 Fairburn Rd., NW Atlanta, GA 30331

Helene S. Mills Senior Multipurpose Facility 515 John Wesley Dobbs Ave., SE Atlanta, GA 30312

COMPENSATION

COMPENSATION

Services shall be compensated on an hourly rate established by the Statewide Contract for a total not exceeding \$116,270.06 (One Hundred Sixteen Thousand Two Hundred Seventy Dollars and Six Cents) as shown below:

Position Title	<u>Category</u>	<u># of</u> <u>Positions</u>	 <u>Employee</u> <u>Hourly Rates</u>		<u>nelling</u> rly Rates
Aquatic Instructor	Professional	As Needed	\$ 17.65	\$	24.32
Art Instructor	Professional	As Needed	\$ 17.65	\$	23.79
Computer Instructor	Professional	As Needed	\$ 17.65	\$	23.79
Land Fitness Instructor	Professional	As Needed	\$ 17.65	\$	23.79
Piano Instructor	Professional	As Needed	\$ 17.65	\$	23.79
Yoga Instructor	Professional	As Needed	\$ 17.65	\$	23.79
Lifeguard	Professional	As Needed	\$ 13.63	\$	18.78
Rental Coordinator	Professional	As Needed	\$ 22.70	\$	30.65

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 Agency 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: <u>Accounts.Payable@fultoncountyga.gov</u>

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

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

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EXHIBIT A

FULTON COUNTY HOLIDAY AND PAYROLL CALENDAR

FULTON COUNTY 2024 PAY AND HOLIDAY OBSERVANCES CALENDAR

PAY DAY HOLIDAY



	JANUARY											
Sun	Mon	Tue	Wed	Thu	Fri	Sat						
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PAY PERIOD

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New Year's Day Monday January 1

MLK Jr. Day Monday January 15

President's Day Monday February 19

Memorial Day Monday May 27

Juneteenth Wednesday June 19

Independence Day Thursday July 4

Labor Day Monday September 2

Veterans Day Monday November 11

Thanksgiving Thursday & Friday November 28 & 29

Christmas Eve & Day Tuesday & Wednesday December 24 & 25

New Year's Eve Tuesday December 31

No)

EXHIBIT B

CERTIFICATE OF INSURANCE



ACORD [®] 0	ERT	IFICATE OF LIA	BILITY INS	URANC	E		(MM/DD/YYYY) /28/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	TIVELY (URANCE	OR NEGATIVELY AMEND, E DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	E POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to the t	terms and conditions of th	ne policy, certain p lich endorsement(s)	olicies may			
PRODUCER McGriff Insurance Services, LLC			CONTACT NAME: Jakelle Sav	age	FAX		
3400 Overton Park Drive SE Suite 300			PHONE (A/C, No, Ext): 404 497-	-7500	FAX (A/C, No)	:	
Atlanta, GA 30339			E-MAIL ADDRESS: jakelle.sava				
			INS INSURER A :ACE Amer				NAIC # 22667
INSURED			INSURER B :ACE Fire U				20702
Hire Quest LLC dba Snelling (N	ew World	Employment)	INSURER C :Alaska Na		· · ·		38733
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					PRODUCTS - COMP/OP AGG	\$ \$	
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Fulton County Government Its	Officers, E	Employees & Agents		N DATE TH	ESCRIBED POLICIES BE (EREOF, NOTICE WILL Y PROVISIONS.		
141 Pryor Street, Ste 7001			AUTHORIZED REPRESE	NTATIVE	. /		

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DATE (MM/DD/YYYY)

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INSURED				INSURE					524210
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							(Ea accident)	\$ 1,00	0,000
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Atlanta			GA 30303			2	- José		

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