

# 2WORK Staffing

## RATE SCHEDULE

Job Title or Description	Pay Rate	Markup %
Recreation Department Maintenance	\$10+ b.o.e.	34%
Administrative - Clerical	Varies	34%

\* }

Notes: See notations dated and initialed for exclusion to terms per request:  
Pg 2. section 2.g. - omission approved by 2Work Staffing  
Pg 4. section 10. a.b.c.d.&e. - omission approved by 2Work Staffing

*Tracy Gazaway*

### Direct Hire Placement Fee

Job Title	Salary	% of Salary or Flat Rate
All Salary Positions	Varies	12% of Salary, 15% w/ Guarantee
Hourly Special Hires	Varies	\$899 Flat, \$999 w/ Guarantee

Direct Hire Terms of Service: Payment in full due upon receipt. Guarantees require payment of half upon receipt and the remaining balance due once 30 days or 160 hours of employment have been met.

### Billing Information

Invoice Attn. To:	Gordon County Government - Human Resources
A/P Mailing Address:	P.O. Box 580, Calhoun, GA 30703
A/P Phone #:	ph. 706.629.3795 f.706.602.1121
A/P Email Address:	gchilders@gordoncounty.org
Special Invoicing Procedures:	

Gordon County Government

CLIENT

Authorized Signature

Printed Name

Title

Date Signed

2WORK, LLC

STAFFING FIRM

Signature

Tracy Gazaway

Printed Name

Client Services Manager

Title

Date Signed

4-25-2019

# 2Work Staffing

## CLIENT SERVICES AGREEMENT

This is an agreement for services between 2Work, LLC (hereinafter referred to for purposes of abbreviation as "Staffing Firm" and/or the "Firm") and Gordon County Government (hereinafter referred to for purposes of abbreviation as "Client") to be effective July / 01 / 2019 [DATE]. The Staffing Firm and Client hereby agree as follows:

### A. DEFINITIONS

Words, terms, and phrases used in this "Client Agreement for Services" shall be subject to the following definitions which shall govern and "trump" over any other definition/meaning except where otherwise clearly stated:

1. As used herein, "Agreement" shall mean and refer to this "Client Services Agreement";
2. As used herein, "Staffing Firm" and "Firm" shall mean and refer to 2WORK, LLC of 513 Lovers Lane Road SE, Calhoun, GA 30701;
3. As used herein, "Client" shall mean and refer to Gordon County Government 201 North Wall Street, Calhoun, GA 30701  
[TYPE OR LEGIBLY PRINT NAME] of  
P.O. Box 580, Calhoun, GA 30703 [TYPE OR LEGIBLY PRINT PHYSICAL ADDRESS];
4. As used herein, "Associates" shall mean and refer to a party's owners, stockholders, shareholders, members, general partners, limited partners, directors, trustees, managers, officers, principals, employees, parent companies, subsidiary companies, affiliated companies, assignees, subrogees, insurers, third-party administrators ("TPA's"), servicing agents, managing general agents ("MGA's"), producers, underwriters, professional employment organizations ("PEO's"), owners, agents, operators, vessels, charterers, masters, officers, captains, crews, predecessors, successors, heirs, assigns, and other agents and representatives/associates;
5. As used herein, "Assigned Employee" and "Assigned Employees" shall mean and refer to individuals hired by Staffing Firm and assigned to work for the Client under this Agreement; AND
6. As used herein, "Applicable Legal Authority" shall mean and refer to local, state, and federal employment and laws and regulations applicable to the employment of Assigned Employees specifically and/or to this Agreement including, *but not limited to*, the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act ("ERISA"), the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Medical Leave Act ("FMLA"), Title VII of the Civil Right Act of 1994, the American with Disabilities Act as amended ("ADA" or "ADAA"), the Ages Discrimination in Employment Act ("ADEA"), the Fair Labor Standards Act ("FLSA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Uniformed Services Employment and Reemployment Rights Act of 1994, the Patient Protection and Affordable Care Act ("ACA"), and the Occupational Safety and Health Act of 1970 ("OSHA").

Words, terms, and phrases not expressly defined above shall have their plain, ordinary English meaning as determined by the context of the sentence or passage in question. Regardless, a definition may be given below specifically for the purpose of a single section, term, or clause, and that definition shall govern for that section, term, or clause only.

### B. TERMS & CONDITIONS

1. In exchange for Client's promise to **promptly** pay the amounts prescribed by this Agreement, Staffing Firm agrees [~~STRIKE THROUGH AND INITIAL ANY THAT DO NOT APPLY~~]:
  - a. To comply with Applicable Legal Authority;
  - b. To interview and screen candidates to work for the Client, with consideration to be given to education, work experience, and other criteria reasonably relevant to the position to be staffed;
  - c. Where requested and applicable, to obtain criminal background checks on individual candidates prior to them being assigned to the Client, though the parties acknowledge and agree that no background screening can guarantee integrity or work ethic;
  - d. When reasonably necessary or appropriate, or otherwise when expressly requested by the Client and agreed to by the Staffing Firm, to take reasonable steps to verify a candidate's higher educational degrees, other credentials, and/or licenses required for a candidate to perform the work/labor needed by the Client (e.g., confirming that a candidate to be placed as an attorney actually has a law degree and license to practice law);
  - e. From the available candidates, to hire the most qualified candidates to work for the Client within the Client's approved salary/wage range, such candidates being referred to below as "Assigned Employees" or individually as an "Assigned Employee" consistent with the above definition for that term;

- 2) The required timesheets, or other agreed-upon documentation, must be produced to Staffing Firm no later than the Friday proceeding payroll unless a different time is stated in the following blank which, if completed, shall be the deadline Monday Noon [STATE DEADLINE].
- c. Staffing Firm shall invoice Client for services provided under this Agreement on a weekly basis, and payment is due 30 days or less [STATE DEADLINE].
- d. Unless this line is struck through AND other means are indicated, the Client agrees that the Staffing Firm may send invoices to Client via electronic mail; provisions to the contrary notwithstanding, Staffing Firm may always send invoices to Client via first class mail, and the invoice shall be deemed delivered when deposited with the U.S mail.
4. **Failure to Timely Pay, Default, & Breach:**
- a. Because Staffing Firm is advancing payroll, wages, and benefits, the Client acknowledges and agrees that it is critical that the Client pay promptly after receiving an invoice.
- b. The Client therefore acknowledges and agrees that the Client has 1 week to make payment without penalty after the due date for payment of an invoice; after a week has elapsed, Client agrees that unpaid balances shall accrue interest at the rate of 18% per year until paid, which the parties agree shall prorate to 0.049% per day, to be calculated from the date the invoice was due.
- c. If Client becomes delinquent in payment beyond the 1-week grace period described above, then Client shall be in default, which is a material breach of this Agreement, concerning the Assigned Employees affected, and:
- 1) Client assumes liability for and agrees to cover all ongoing payroll and benefits for all affected Assigned Employees until the default is cured and agrees to hold harmless and defend Staffing Firm therefore, though Staffing Firm may grant extensions to the Client concerning the time to pay in Staffing Firm's sole discretion without sacrificing its rights under this Agreement; AND
- 2) Staffing Firm shall be required to make a minimum of one demand for payment before commencing legal action, though it may give additional pre-suit demands in its sole discretion in an attempt to work with Client concerning any outstanding debt without sacrificing its rights under this Agreement. The demand shall notify the Client of the default, after which the Client shall have a minimum of 30 days to cure the default before Staffing Firm shall be entitled to commence litigation and collect liquidated attorney's fees totaling 15% of the balance then owed under O.C.G.A. § 13-1-11.
- d. Client agrees that Staffing Firm, in Staffing Firm's sole discretion, may give the Client additional time to cure a default and/or agree to payment plans and the like without sacrificing any of Staffing Firm's legal rights under this Agreement or pursuant to Applicable Legal Authority.
- e. Client acknowledges and agrees that, if Client enters default or otherwise breaches this Agreement and fails to cure same, then the 15% liquidated attorney's fees shall not preclude additional attorney's fees under O.C.G.A. § 13-6-11, § 9-15-14, and/or any similar laws.
5. **Changes in Fees to Account for Increased Labor Costs:**
- a. The parties acknowledge, understand, and agree that labor costs associated with the Assigned Employees may increase due to factors beyond Staffing Firm's control and/or influence.
- b. Staffing Firm endeavors to give Client the most competitive rates/fees possible; however, in the event that labor costs increase for reasons beyond the Staffing Firm's direct influence or control, such as a change in Applicable Legal Authority or an increase in workers' compensation insurance premiums, then the Client agrees that the rate and fees shall be adjusted upwards to the extent necessary to prevent any reduction in the consideration paid to Staffing Firm under this Agreement.
- c. Staffing Firm may waive its right to an increase in rates/fees under this portion of the Agreement without prejudice to its right to an increase based on a future increase in labor costs.
6. **Assignments:**
- a. Each Assigned Employee shall have one or more specific work assignments, and the Client shall not assign work to any Assigned Employee outside the scope of his/her approved assignments without Staffing Company's advance written approval.
- b. The Client shall complete an "Assignment Form" for each Assigned Employee, indicating the scope of the work to be performed, on a form furnished by the Staffing Firm, and these forms are incorporated fully into this Agreement by this reference.
- c. If Client, without Staffing Firm's written authorization, uses the services of any Assigned Employee as its direct employee, as an independent contractor, and/or through any person or firm other than Staffing Firm during or within **16 weeks** after the conclusion of any assignment of the Assigned Employee to Client from Staffing Firm, then Client must notify Staffing Firm immediately of this breach and:
- 1) Continue the Assigned Employee's assignment from Staffing Firm until **540** consecutive work hours have been reached unless a different number of hours is stated in the following blank which, if completed, shall be the number required                      [STATE # OF HOURS]; OR

- f. To serve as the primary employer for the Assigned Employees paying wages as they are owed under contract and pursuant to Applicable Legal Authority;
- g. To pay, withhold, and transmit payroll taxes for the Assigned Employees;
- h. Consistent with the understanding that Assigned Employees shall be compensated by the Staffing Company and NOT the Client, to cover any Assigned Employees under Staffing Firm's benefit programs and plans for which the Assigned Employee qualifies, and to administer those plans and benefits;
- i. To provide unemployment insurance covering the Assigned Employees;
- j. To oversee any unemployment claims made by the Assigned Employees;
- k. To provide worker's compensation insurance covering the Assigned Employees;
- l. To oversee any workers' compensation claims made by the Assigned Employees;
- m. To oversee any OSHA claims involving injuries, to or complaints by, any Assigned Employees;
- n. To provide employer's liability insurance covering the Assigned Employees;
- o. To oversee any employer's liability claims involving the Assigned Employees;
- p. To implement human resources policies and procedures, consistent with Applicable Authority, governing the employment of the Assigned Employees, which the Assigned Employees shall be required to acknowledge and observe;
- q. To provide certain basic training to the Assigned Employees to the extent as may be required to comply with Applicable Legal Authority;
- r. Within reason, understanding that the Staffing Firm cannot be as familiar with Client's operations/business and needs as is the Client, to cooperate with the Client concerning the implementation by the Client of such other training as may be necessary for the position in question;
- s. Within reason, to cooperate with the Client concerning matters of employee discipline involving Assigned Employees; AND
- t. After a "conditional offer" has been made, to have the new Assigned Employee complete a "post-offer medical questionnaire" to ensure that he or she can safely perform the duties requested by the Client with or without reasonable accommodations, consistent with Applicable Legal Authority.
2. In exchange for the Staffing Firm's services under in this Agreement, the Client agrees:
- a. That this Agreement, and the terms and conditions herein, shall be applicable to and govern the parties' relations concerning every Assigned Employee hired by Staffing Firm to work for Client;
- b. To comply with all provisions of this Agreement applicable to the Client, wherever located, even if incorporated by reference;
- c. To **promptly** pay all amounts due under this Agreement as provided below in greater detail;
- d. To accurately complete the assignment form(s) provided by Staffing Company so that Staffing Company can recruit and hire the best possible candidate for the position to be filled;
- e. To refrain from directly hiring and/or directly employing any of the Assigned Employees, bypassing the Staffing Firm, without the Staffing Firm's written consent;
- f. To refrain from assigning work, projects, and/or assignments to Assigned Employees outside the scope of the assignment for which the Assigned Employee was hired (e.g., a creeler cannot be assigned to operate a lift truck) without Staffing Firm's express written agreement;
- g. ~~To assume all risks associated with unauthorized work performed by Assigned Employees working outside the scope of their assignments without Staffing Firm's written authorization and to hold harmless Staffing Firm from any injuries, liabilities, and/or damages stemming therefrom;~~ **omit Approved - removed per J. Bazaway**
- h. To properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property; AND
- i. To provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions they may be exposed to at the work site.
3. **Fees for Staffing Firm's Services:**
- a. *Unless a different rate/fee structure is specified in writing for a given assignment and signed by the both parties*, the Client shall pay Staffing Firm for its performance at the hourly rate specified in the "Rate Schedule," which schedule is incorporated fully herein by this reference, based upon the hours worked by the Assigned Employees.
- 1) If the parties have, in writing, agreed upon a different rate/fee structure for a particular assignment, and if both parties have signed their agreement to it, then that rate/fee structure shall apply to that assignment rather than the Rate Schedule.
- b. *Unless a different method of documentation is specified in writing for a given assignment and signed by the both parties*, Staffing Firm shall produce invoices to the Client supported by the pertinent timesheets or other agreed upon system for documenting time worked by the Assigned Employees.
- 1) If a different method of documentation is specified in writing for a given assignment and signed by the both parties, then that method of documentation shall apply for that assignment rather than the default use of timesheets.

- 2) Pay Staffing Firm a final fee calculated by the difference between pay rate and bill rate times the hours remaining to achieve a total of 540 billable hours unless a different number of hours is stated in the following blank which, if completed, shall be the number required [ ] [STATE # OF HOURS].
- d. The parties agree that, if Staffing Firm must commence litigation concerning a breach of this term or any other portion of this Agreement, then Staffing Firm shall be entitled to liquidated attorney's fees totaling 15% of the amount in dispute under O.C.G.A. § 13-1-11 and may also pursue additional attorney's fees under O.C.G.A. §§ 13-6-11, 9-15-14, and/or any other law.
- e. **Client agrees to notify Staffing Firm as soon as possible of any alterations and/or modifications to an Assigned Employee's work restrictions/status.**

7. **Cooperation in Defense of Claims/Litigation:** The parties further agree to cooperate diligently and in good faith with each other and any insurers, adjustors, other claims professionals, private investigators, and/or defense attorneys in investigating, defending, and/or otherwise handling any claims, lawsuits, and/or administrative proceedings brought against the Staffing Firm and/or the Client by any of the Assigned Employees, on behalf of any of the Assigned Employees, and/or by third parties pertaining to the Assigned Employees and/or this Agreement. As part of this cooperation, Client agrees that Staffing Firm and/or its Associates shall be given reasonable access to Client's facilities and records, during reasonable hours, for purposes of investigating and defending any such matters.

8. **Overtime, Holiday Pay, & Hazard Pay:** Assigned Employees are presumed to be non-exempt from laws requiring "premium pay" for overtime, holiday work, weekend work, and/or hazardous work; however, Staffing Firm shall unilaterally charge Client minimally increased rates for premium pay to avoid a reduction in consideration under this Agreement only when Applicable Legal Authority would require premium pay for an Assigned Employee's work. Provisions to the contrary notwithstanding, the Client may authorize and/or direct the Assigned Employee to work such premium work time, at Client's sole additional expense, and the Staffing Firm shall process payment accordingly. Client may not unilaterally obligate Staffing Firm to share in the added expense of premium pay where it is not required by Applicable Legal Authority or where it would reduce Staffing Firm's consideration under this Agreement.

9. **Confidential Information:** The parties may receive information that is proprietary to and/or confidential to one or more parties, their Associates, and/or their respective clients. The parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by Applicable Legal Authority. Knowledge, possession, and/or use of the Client's confidential and/or proprietary information shall not be imputed to Staffing Firm as a result of the Assigned Employees' access to such information.

10. **Indemnification and Limitation of Liability:** *omit - Approved - Removed a.b.c.d.e per J. Mazur*

[a. ~~No party to this Agreement shall be liable for or be required to indemnify any other party or their Associates for any exemplary damages, punitive damages, lost profit damages, and/or loss of future earnings damages that may arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise), and regardless of how characterized, even if such party has been advised of the possibility of such damages.~~

[b. ~~To the fullest extent permitted by Applicable Legal Authority, the Client hereby agrees to defend, release, indemnify, and hold harmless Staffing Firm and its Associates from all claims, losses, and liabilities, including reasonable attorney's fees, to the extent caused by Client's breach of this Agreement, Client's failure to discharge its duties and responsibilities set forth in this Agreement, and/or the negligence, gross negligence, and/or intentional misconduct of Client and/or Client's Associates.~~

[c. ~~To the fullest extent permitted by Applicable Legal Authority, Staffing Firm hereby agrees to defend, release, indemnify, and hold harmless Client from all claims, losses, and liabilities, including reasonable attorney's fees, to the extent directly and proximately caused by Staffing Firm's breach of this Agreement, Staffing Firm's failure to discharge its duties and responsibilities set forth in this Agreement, and/or the negligence, gross negligence, and/or intentional misconduct of Staffing Firm.~~

[d. ~~Provisions to the contrary notwithstanding, except where otherwise required by Applicable Legal Authority, the parties shall not be responsible or liable to each other for the Assigned Employee's negligence, gross negligence, and/or intentional misconduct.~~

[e. ~~As a condition precedent to indemnification under this Agreement, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party, and the party seeking indemnification will cooperate in the investigation and defense of any such matter. If for some reason it is not possible to provide 30 days' notice, then the party seeking indemnification shall provide as much notice as is possible.~~

*J.M. omit 10*

11. **Workplace Safety & Security:**


- a. The Client agrees to comply with Applicable Legal Authority including, but not limited to, the Occupational Safety and Health Act of 1970 ("OSHA"); AND
- b. The Client agrees to comply with terms, conditions, and rules set forth in the Staffing Firm's "Client Safety Compact," which is incorporated fully herein by this reference, and those terms, conditions, and rules shall be a part of this Agreement even if the "Client Safety Compact" is not separately signed or executed by Client.

12. **Period/Term of Agreement:**

CLIENT INITIALS *J. Mazur*  
a b c d e

- a. The parties agree that this Agreement shall govern the parties' interactions and duties concerning the Assigned Employees on an ongoing basis, with the understanding that the employment, wages, benefits, and work performed by each Assigned Employee shall be governed by this Agreement along with all related matters.
  - b. Except as may be otherwise provided herein, this Agreement may only be modified, in writing, signed by the party to be charged.
  - c. This Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon 48 hours written notice, though any disputes that arose prior to termination and/or that arise after termination as a result of events prior to termination, shall be subject to the terms of this Agreement.
13. **Security & Property:**
- a. Staffing Firm endeavors to recruit workers with integrity, but no screening methods are perfect; therefore, Client agrees that, absent Staffing Firm's signed written consent, Assigned Employees shall not be permitted to handle or have access to any cash, securities, credit cards, checks, negotiable instruments, commercial paper, and/or valuable items of Client's property that can be easily concealed and/or transported off-site without Client's knowledge.
  - b. Client agrees that, absent Staffing Firm's signed written consent, Assigned Employees shall not be permitted to drive their personal vehicles for deliveries and/or errands for the Client and/or Client's Associates.
14. **Choice of Law, Venue, Severance, Legal Consultation, & Authorization to Execute:**
- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to any conflicts of law principles thereof.
  - b. The parties agree that the proper jurisdiction and venue for any disputes and/or lawsuits arising under this Agreement shall be the Superior Court of Gordon County, Georgia, and the parties hereby consent and waive any objection to the jurisdiction and venue of that Court; however, if for some reason the suit must be brought in federal court, then the parties agree in that instance only that the proper jurisdiction and venue shall be the United State District Court for the Northern District of Georgia's Rome Division.
  - c. The parties acknowledge and agree that they were at "equal arm's length" in negotiating the terms of this Agreement and that this shall not be construed as a contract of adhesion.
  - d. The undersigned representatives of the parties executing this Agreement agree and warrant that they are competent and authorized to execute this Agreement, have read same, understand its contents, have had the opportunity to discuss this Agreement with legal counsel and all other appropriate representatives of their choosing, as the case may be, and execute it voluntarily.

Authorized representatives of the parties have executed this Agreement in Gordon County, Georgia as of the dates indicated below to express the parties' agreement to the terms of this Agreement effective as of the date stated on the first page, in the first paragraph above:

<p>"CLIENT"</p> <p>Signature, Authorized Representative</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Typed/Legible Printed Name</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Job Title/Position</p> <div style="border: 1px solid black; padding: 2px;">Gordon County Government</div> <p>Company Name</p>	<p>ZWORK, LLC a/k/a "STAFFING FIRM"</p>  <p>Signature, Authorized Representative</p> <div style="border: 1px solid black; padding: 2px;">Tracy Gazaway</div> <p>Typed/Legible Printed Name</p> <div style="border: 1px solid black; padding: 2px;">Client Services Manager</div> <p>Job Title/Position</p>
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