

General Staffing Agreement

Talantage, LLC with its principal office located at 2302 Parklake Drive, NE, Suite 635, Atlanta, GA 30345 (“STAFFING FIRM”), and City of Stonecrest with its principal office located at 3120 Stonecrest Blvd., Stonecrest, GA 30038 (“CLIENT”) agrees to the terms and conditions set forth in this General Staffing Agreement (the “Agreement”).

STAFFING FIRM’s Duties and Responsibilities

1. STAFFING FIRM will:

- a. Recruit, screen, interview, conduct background check, drug screen and assign its personnel (“Assigned Employees”) to perform the type of work described on Exhibit “A” attached hereto under CLIENT’s supervision at the locations specified on Exhibit “A”;
- b. Pay Assigned Employees’ wages and provide them with the benefits that STAFFING FIRM offers to them, if any. Pay, withhold, and transmit payroll taxes; provide unemployment insurance, general liability insurance, registry bond and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- c. Make reasonable efforts to provide a similarly qualified replacement in case an Assigned Employee does not report to work;

CLIENT’s Duties and Responsibilities

2. CLIENT will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems; not permit or require Assigned Employees to operate any vehicle or mobile equipment, but limit their duties strictly to duties normally performed in an office and require Assigned Employees to work only in an office environment;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite;
- d. Not change Assigned Employees’ job duties without STAFFING FIRM’s express prior written approval;
- e. Exclude Assigned Employees from CLIENT’s benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees’ compensation or

benefits; and

- f. Not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFINGFIRM.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit "A" and will pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices not paid within 30 days from receipt of the invoice will be considered past-due. Past-due invoices will be charged a fee of 0.00% per month until paid. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion upon receipt of the invoice, subject to the terms in this Section 6.
4. Assigned Employees are presumed to be non-exempt from laws requiring premium pay for overtime (OT), holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate for those hours.
5. Non-Solicitation: Except as provided by this Agreement, Client (including all of its divisions subsidiaries and other affiliates) will not hire or offer employment to, or otherwise directly or indirectly use the services of, on a full-time, part-time or temporary basis.
 - (a) any Consultant who has provided services for Client hereunder until the expiration of one (1) year after termination of Consultant's most recent assignment to Client, or
 - (b) any Consultant or prospective Consultant who has been introduced, to recommended to or interviewed by Client through the services of Talantage, LLC until the expiration of one (1) year after the latest of such interview, discussion, introduction, or presentation to Consultant.

In the event that Client provides the services of any Consultant, or introduces or refers any Consultant, to any third party during the course of any assignment, Client shall obtain the agreement of such third party to the foregoing restrictions and shall be responsible to Talantage, LLC for any breach thereof by it or the third party.

If Client (including its divisions, subsidiaries or other affiliate) breached this section it will pay Talantage, LLC as a conversion fee an amount equal to twenty (20%) of the gross annual compensation (including salary plus any guaranteed bonus) of the Consultant at issue, if the Consultant is an employee of, or offered employment by, Client (including its divisions or affiliates) or a third party to whom Client introduced or referred the Consultant.

6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay, such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties agree on new bill rates.

Conversion Fee

The conversion fee for roles placed unless otherwise stated and agreed, shall be as follows:

If Client, or any of its related companies (divisions, subsidiaries, parents, etc.) elects to hire or otherwise directly or indirectly use the services of the consultant shown above to perform services to Client pursuant to this agreement, Client agrees to pay Talantage within 10 days from the conversion date at a conversion fee of:

Hours Worked by Contractor	Conversion Fee Percentage of Salary Offered
0 – 165 hours	20%
166 - 325 hours	15%
326 - 490 hours	10%
491 - 720 hours	5%
721 or more hours	0%

Confidential Information

7. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both 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 law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the maximum extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 1; or the gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY STAFFING FIRM OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. STAFFING FIRM MAKES NO ASSURANCE AS TO THE RESULTS OF ITS SERVICES, AND STAFFING FIRM IS TO BE PAID FOR SERVICES RENDERED IRRESPECTIVE OF THE RESULTS OF SUCH SERVICES.
12. NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT 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.
13. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) 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.

Miscellaneous

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be interpreted as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written

consent.

21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

23. This Agreement will be for a term of 12 months from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 15 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 72 hours written notice. Unless the Agreement is cancelled or a renegotiation notice is sent 30 days prior to the Agreement's expiration date, the Agreement will be renewed automatically upon expiration for an additional 12-month term. Termination of this Agreement shall not be effective with respect to any placed Assigned Employees until their placements are terminated or cease.
24. Enforcement. If any sums due to STAFFING FIRM are not paid when due, interest shall accrue thereon at the rate of 1.5% per month until paid in full. Any action to collect any sums due under this Agreement may be brought in Fulton County, Georgia, and the parties' consent to jurisdiction and venue in such County. In any action or proceeding to enforce or construe this Agreement, the prevailing party shall be entitled to recover their actual attorney's fees and costs.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

City of Stonecrest.

Talantage, LLC

Signature

Signature

Print Name

Tasha Peck

Title

President & CEO

Date

Date