

AGREEMENT FOR SUPPLEMENTAL STAFFING
COF Contract No. 2019-0061

This Agreement for Supplemental Staffing ("Agreement") is entered into this 28th day of February, 2019, between **Jam of Tennessee, LLC** (d/b/a Industrial Staffing of Tennessee), a Tennessee Limited Liability Corporation, with its principal office located at P.O Box 78655, Nashville, TN 37207 ("STAFFING FIRM"), and the **City of Franklin, Tennessee**, a Tennessee Municipal Corporation, with its principal office located at 109 Third Avenue South, Franklin Tennessee 37064 ("CITY").

WHEREAS, Staffing Firm provides workers to businesses and organizations to meet their supplemental staffing needs; and

WHEREAS, City has a need to periodically use supplemental staffing;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1: Duties and Responsibilities

A. STAFFING FIRM shall:

1. Recruit, screen, interview and assign its employees ("Assigned Employees").
2. Provide CITY with choices for eligible Assigned Employees that meet the description and essential functions for the type of work desired and detailed by the CITY.
3. Maintain and exercise control over Assigned Employees at all times.
4. Pay Assigned Employee's wages and provide them with any benefits STAFFING FIRM offers to them.
5. Perform, acquire, and retain background checks on prospective Assigned Employees. Said background check(s) shall be completed by STAFFING FIRM for CITY prior to Assigned Employees' assignment to CITY. Background checks shall include, at a minimum: (1) a criminal search for each county the employee has resided in for the past seven years; (2) a sex offender registry search; and (3) a driving record search.
6. Cause to be conducted and validate the successful completion of drug tests for all potential Assigned Employees prior to their assignment to CITY.
7. Contact and notify the CITY if anything shows up on the background check and/or drug test.
8. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

B. CITY will:

1. Provide a description of staffing needs to STAFFING FIRM.
2. Not permit Assigned Employees to operate motor vehicles or machinery for or on behalf of CITY without STAFFING FIRM's prior consent.

3. Immediately notify STAFFING FIRM upon CITY's notice that an Assigned Employee is injured while working.
4. Not hire an Assigned Employee unless either (1) said Assigned Employee has worked fifty-five (55) days or four hundred twenty (420) hours, whichever occurs first; or (2) City pay a one-time fee in the amount of Five Hundred Dollars (\$500.00) for said Assigned Employee. CITY is entitled, but is not required, to exercise one of these two (2) options to hire an Assigned Employee without obligation to STAFFING FIRM.

SECTION 2: Employment

- A. Assigned Employees are employees of STAFFING FIRM and STAFFING FIRM assumes full responsibility and costs for said Assigned Employees.
- B. CITY may in its sole discretion terminate its use of any particular Assigned Employee at no additional cost and at any given time for any reason or no reason at all. Termination of CITY's use of a particular Assigned Employee shall be effective upon notice to either STAFFING FIRM or Assigned Employee.

SECTION 3: Payment Terms, Bill Rates and Fees

- A. CITY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A. STAFFING FIRM will invoice CITY for services provided under this Agreement on a weekly basis. Payment is due net 30 from CITY's receipt of invoice. Invoices will be supported by the pertinent time sheets or other mutually agreed upon system for documenting time worked by the Assigned Employees. CITY's signature or other mutually agreed upon method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
- B. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY'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, CITY will be billed at 150% of the regular bill rate.)
- C. In addition to the bill rates specified in Exhibit A of this Agreement, CITY will pay STAFFING FIRM the amount of all new or increased labor costs associated with CITY'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.
- D. Exhibit A may be amended, as needed from time to time, with the mutual consent of both parties. Modifications to Exhibit A may only be approved on behalf of the City by either the City Administrator or the Director of Human Resources.

SECTION 4: Indemnification and Limitation of Liability

- A. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY 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 this Agreement; or the negligence, 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.
- B. The provisions of this Agreement and its exhibits constitute the complete agreement between the parties with respect to indemnification, and STAFFING FIRM waives its right to assert any common-law indemnification or contribution claim against the other party.

SECTION 5: Term of Agreement

This Agreement will be for a term of three (3) years from the aforementioned date. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if STAFFING FIRM becomes bankrupt or insolvent, discontinues operations, fails to make any payments as required by the Agreement, or in any way materially breaches either party may terminate the agreement upon written notice. The Agreement may be extended for two (2) additional terms of one (1) year each, provided both parties agree in writing.

SECTION 6: Other Provisions

- A. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
- B. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- C. 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.
- D. 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.
- E. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- F. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- G. STAFFING FIRM will not transfer or assign this Agreement without CITY's prior written consent.

H. NOTIFICATION AND COMMUNICATION:

Written Communication shall be addressed as follows:

CITY OF FRANKLIN
Attn.: Human Resources Director
109 Third Avenue South
Franklin, Tennessee 37064

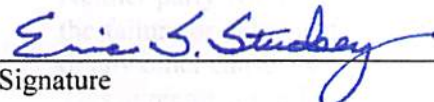
Jam of Tennessee, LLC
d/b/a Industrial Staffing of Tennessee
P.O. Box 78655
Nashville, Tennessee 37207

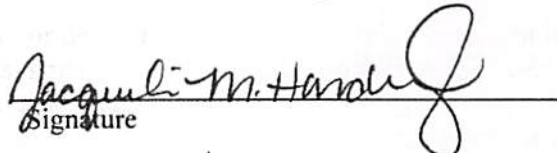
- I. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- J. This agreement shall be interpreted and bound by the laws of the State of Tennessee. Any litigation arising from or involving this agreement shall be resolved in the courts of Williamson County, Tennessee.

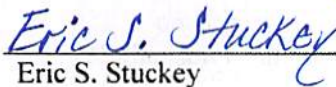
IN WITNESS whereof the parties have executed this Agreement on the date set forth above.

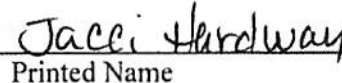
CITY OF FRANKLIN

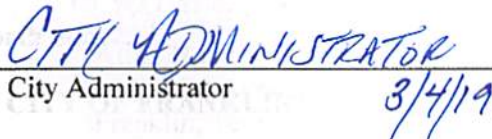
Jam of Tennessee, LLC
d/b/a Industrial Staffing of Tennessee

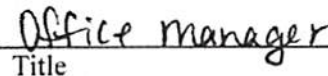

Signature


Signature

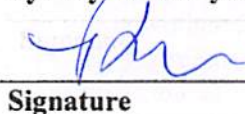

Eric S. Stuckey

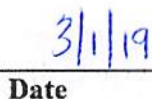

Printed Name


City Administrator 3/4/19


Title

APPROVED AS TO FORM
By City Attorney's Office


Signature


Date

APPROVED AS TO FORM
By City Attorney's Office

Industrial Staffing
Of Tennessee

CUSTOMER MASTER

CUSTOMER INFORMATION

Customer:	City of Franklin		
Address:	109 3 rd Ave S	Suite:	
City:	Franklin	State:	TN Zip: 37064
Contact:	Kevin Townsel	Phone:	615-791-3216

BILLING INFORMATION

Address:		Suite:	
City:		State:	Zip:
Contact:		Phone:	
Special Billing Request:			

JOB SITE INFORMATION

Address:	417 Century Court	City:	Franklin
Contact:		Phone:	
E-Mail:		Fax:	
		Cell:	

BILL RATE (S)

Job Description	WC Code	Pay Rate	Bill Rate
Gen Labor	TN9015	\$11.00	\$15.50

CREDIT INFORMATION

Bank:	See terms and conditions	Branch:	
Phone:		Contact:	Account No.:
Trade References:			
Name:	Contact:	Phone:	
Name:	Contact:	Phone:	
Name:	Contact:	Phone:	

APPROVALS

 Industrial Staffing Manager Signature	 Customer Authorized Signature
2-28-19 Date	3/04/19 Date
Terms as provided	