

DEC 04 2024

Purchasing



**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event

CC Use Only
Contract #:

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
Contact Name: Jennifer Rutledge Department: Board of Commissioners Project Title: Independent Contractor Agreement for Professional Services Funding Account Number: 100-1545-521200-07 Contract amount: \$125,000 annually \$31,250 Quarterly pymts Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:	Vendor Name: Boys and Girls Club of Rockdale County Address: 2880 Dresden Drive Address: Chamblee, GA 30341 Email: djernigan@bgcma.org Phone #: 404.527.7100 Contact: David Jernigan Term of contract: January 1, 2025 - December 31, 2027

Chief Financial Officer Signature	Procurement Officer Signature
I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Hyatt</i> Signature: _____ Date: 12/4/2024	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Jim Nelson</i> Date: 12/4/24

Consultant to provide Rockdale County Tax Commissioner's Office professional support services for mentoring youth in community; provide job readiness for youth; provide healthy living programming; provide financial literacy counseling; provide education of different genres of the Arts; provide civic education.

Department Head/Elected Official Signature:

[Signature]

Date:

12/4/24

2024-646

INDEPENDENT CONTRACTOR AGREEMENT

FOR PROFESSIONAL SERVICES

This Consultant Agreement ("Agreement") is made as of the 1st day of January 2025 between the local government of Rockdale County Georgia, (hereafter "County"), and Boys and Girls Clubs of Metro Atlanta with operations at the A. R. Gus Barksdale Boys & Girls Club in Rockdale County (hereafter "Consultant"), collectively referred to as the "Parties," individually may be referred to as "Party."

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Consultant

1.1 Scope of Services

During the term of this Agreement, Consultant shall provide the County professional support services described in Exhibit "A", attached hereto and made a part hereof, which shall describe in detail the services to be provided.

1.2 Method of Performing Services

Consultant shall determine the method, details and means of performing the services described in Exhibit "A."

1.3 Periodic Progress Reports

Consultant shall provide periodic progress updates at the discretion of the County on a quarterly basis on a date, time and place mutually agreed to by the parties.

1.4 Expenses

Consultant shall be responsible for all expenses incurred by Consultant unless approved by the County in writing prior to incurring the expenses.

2. Non-Employment Relationship between County and Consultant

2.1 Consultant Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Consultant for any purpose. Consultant shall have no claim against the County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Consultant Service Agreement shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Consultant will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for the Consulting Fees and all payments to Staff, if any. Consultant shall also be responsible for all statutory insurance and other benefits required by law for Consultant and Staff and all other benefits promised to Staff by Consultant, if any. Consultant shall provide the County with a completed W-9 form.

2.3 Confidentiality

The Parties agree that during the term of this Agreement, the Parties may disclose confidential information to the other Party. Parties agree not to disclose any confidential information to third Parties without the express permission of the other Party. Information designated as confidential information shall remain confidential until the Parties designate it otherwise or until the information becomes public through no fault of the other Party.

3. Warranties

3.1 Consultant Warranties

Consultant warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Consultant and any third party. If a license is required, Consultant warrants that they are licensed to perform the agreed-upon services enumerated in this Agreement, and covenants that Consultant shall maintain all valid licenses, permits and registrations to perform the agreed-upon services and on behalf of its employees and subagents. Further, Consultant warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Consultant shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Consultant will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. County Prohibitions to Create a Safe Work Environment

4.1 Drug/Alcohol — Free Workplace

Consultant and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement. Consultant, and all Staff, if any, shall also adhere to the County's policies which prohibit the use of any alcohol products while on the premises.

4.2 Prohibition on Unlawful Discrimination and Harassment

Consultant does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. Consultant prohibits unlawful discrimination or harassment, including sexual harassment. Consultants and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County.

5. Term and Termination

5.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for a twenty-four (24) month ("Term") from the date of this Agreement through December 31, 2026. This Agreement shall automatically renew at the end of each renewal term unless terminated as provided below.

5.2 Termination by Either Party

This Agreement may be terminated for convenience by either party upon ninety (90) days written notice.

Merger

5.3

This Agreement shall not be terminated by the merger or consolidation of the County into or with any other entity.

5.4 Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly received for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

<u>County:</u>	<u>Consultant:</u>
Rockdale County Board of Commissioners	Boys and Girls Clubs of Metro Atlanta 2880 Dresden Drive Chamblee, GA 30341

6. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

7. Indemnification

Consultant hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Consultant, its agents, employees, subcontractors, or others working at the direction or on behalf of Consultant. Consultant's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

8. Waiver

The waiver by County of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms in this Agreement.

9. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

10. Publicity

Consultant and County shall not release, without prior written approval, from the other Party, any publicity regarding the program or services provided herein, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for either Party, identifying either Party receiving goods or services under this Agreement.

11. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Georgia. Venue shall be in any court of competent jurisdiction in Rockdale County, Georgia.

12. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement.

13. Insurance

Contractor shall maintain insurance throughout the term of this Agreement that is consistent with industry standards.

14. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. A scanned and/or photocopy of this document carries the same validity of an original agreement.

15. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

16. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

17. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision

18. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the County and Consultant and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. The County and Consultant affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully

understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

19. Payment Terms

County shall pay Consultant a Quarterly rate of (\$31,250.00) Total not-to-exceed amount for one year of the performance period is \$125,000 (One hundred twenty five thousand dollars). Billing will be every January, April, July and September in the fixed amount of thirty one thousand two hundred fifty dollars. (\$31,350.00) for 24 months. The Consultant may use an amount not to exceed twenty percent (20%) for sub-contractors to fulfill the Scope of Services in Exhibit "A". This contract will automatically renew after a 24 month period in alignment with Section 5.1 above.

Wherefore, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

INSERT VENDOR NAME HERE

Boys and Girls Clubs of Metro Atlanta

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____
Osborn Nesbitt, Sr., Chairman

David Jernigan, President & CEO (Typed or Printed)

Federal Tax I.D. Number: 45-1748859

Attest:

Attest:

Jennifer Rutledge, Executive
Director/County Clerk

Approved As to Form:

M. Qader A. Baig, County Attorney

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Exhibit A

For the Rockdale County Board of Commissioners, The Boys and Girls Clubs of Metro Atlanta with operations at the A. R. Gus Barksdale Boys & Girls Club in Rockdale County, agrees to establish partnerships with the 100 Black Men of Rockdale Newton Counties and Alcovy Crescent Pearls to help educate Rockdale County youth in the following areas:

- I. Provide mentoring services for youth in the Rockdale County Community.
- II. Provide job readiness services for youth in the Rockdale County Community.
- III. Provide healthy living programming for youth in the Rockdale County Community.
- IV. Provide financial literacy counseling to youth in the Rockdale County Community.
- V. Provide education of the different genres of the Arts to the youth in Rockdale County.
- VI. Provide civics education to include programing regarding local, state, federal and international awareness activities for youth in Rockdale County.