



AGREEMENT

This agreement is made between Hamilton County School District, 5683 Highway 129 South - Suite 1 Jasper, FL 32052 hereinafter referred to as **AGENCY** and SS Solutions hereinafter referred to as **VENDOR** a Florida company with Federal Tax Id of 26-4055283, 2730 U.S. 1 South, Suite B St. Augustine, FL 32086

1. DEFINITIONS

Words used in this agreement document are defined as follows:

- a. **Purchase Order**- Commercial document defining the specific terms of agreement between the **AGENCY** and **VENDOR** including the **scope of work** executed by contractor.
- b. **Agency Representative**- Person or persons authorized to execute and issue **purchase order** pursuant to this agreement to **VENDOR** and authorize approval of **VENDOR** invoices.
- c. **VENDOR Representative** Person or persons authorized to execute **purchase orders** pursuant to this agreement.
- d. **Contractor**- **VENDOR** employees that perform the **scope of work** as defined by the **AGENCY**.
- e. **Scope of Work**- Work as designated by **AGENCY** for **contractor** to perform as stated in the approved **purchase order** in conjunction with this agreement.
- f. **Contract services** **VENDOR** provided **contractor** executing **scope of work** in accordance with executed **purchase order** for a specified period of time.

2. PURCHASE ORDERS

- a. **AGENCY** will provide **purchase orders** with defined **scope of work** to authorized **agency representative** identifying the terms and conditions of the specific **contractor** assigned **contract services**. The **purchase order** works in conjunction with this agreement.
- b. The **purchase order** will include the following:
 - i. **Scope of work** for the **contract services** required by the **AGENCY**.
 - ii. Reference to this approved agreement.
 - iii. Dates of commencement and completion of **contract services**.
 - iv. Name of **contractor** provided by **VENDOR**.
 - v. Contact information of **agency representative**.
 - vi. Contact information of **VENDOR representative**.
 - vii. All fees and expenses associated with the execution of the **purchase order**.
- c. In the event there is a conflict the **purchase order** will supersede.
- d. Execution of **purchase order** by **AGENCY** will be realized when **purchase order** is signed by **agency representative**.
- e. **Contractor** shall not provide any **contract services** until **purchase order** is successfully executed.

3. SCOPE OF WORK

Definition of duties and responsibilities of **contractor** supplied to **AGENCY** by **VENDOR**. **AGENCY** will provide to **VENDOR** the details of this **scope of work** in the **purchase order**.

4. TERMS OF AGREEMENT

This agreement shall commence on November 4, 2020 and shall continue in effect until November 3, 2021 unless terminated by either party in accordance with this agreement. The agreement can be extended for up to three (3) additional one (1) year periods upon mutual agreement by both parties.

5. TERMINATION OF AGREEMENT

- a. This agreement including any and all executed purchase orders can be terminated by either party prior to the end date without cause providing the party gives thirty (30) days written notice.
- b. Current executed purchase orders will continue unless specifically included in the notice of termination.
- c. Purchase orders can be terminated by either party with or without cause with fourteen (14) day written notification.
- d. In the event of termination of this agreement and/or purchase orders, upon the effective date the **VENDOR** will be entitled to payment of all contract services rendered and expenses in accordance with this agreement and relevant purchase orders.

6. VENDOR CONTRACTORS

The contractor is any person provided by the **VENDOR** to perform the scope of work in the purchase order. All persons provided by the **VENDOR** are not employees, agents or representatives of the **AGENCY** and therefore shall not exercise direct control over contractor. However the **AGENCY** will designate an agency representative to consult with contractor and **VENDOR** representative in the proper execution of this agreement and relevant purchase orders. Furthermore, the contractor will not receive any of the benefits of the **AGENCY** including but not limited to compensation, benefit plans, bonuses, and unemployment insurance.

7. CHOICE OF LAW,

This agreement and associated transactions shall be governed by the laws of the State of Florida.

8. INDEMNITY

The **VENDOR** agrees to indemnify, defend and hold harmless the **AGENCY**, its affiliate, customers, and employees from and against any losses, damages, fines, claims, expenses and penalties that arise from the result of:

- a. Workers compensations claims or similar acts made by **VENDOR's** contractor.
- b. Damage to property, theft or injuries or death of persons in any way arising from, caused by or alleged to have caused by the execution of the scope of work by the contractor except if the extent of such injury or death was determined to be caused by negligent acts or omissions by the **AGENCY** or its employees.

9. INSURANCE

VENDOR agrees to maintain the following insurance as it relates to this agreement:

- a. Employer's Liability with a minimum coverage of \$1,000,000 for each occurrence.
- b. Commercial General Liability with a minimum of \$1,000,000 of coverage including bodily injury and property damage per occurrence.

Commercial General Liability will designate the AGENCY as additional insured. The VENDOR will provide to the AGENCY certificate of insurance designating the coverage including any AGENCY requested endorsements.

10. INVOICING

- a. Invoices will be sent in accordance with contractor pay periods with a breakdown of charges as determined in the purchase order.
- b. VENDOR will provide with the monthly invoices all necessary support documentation including but not limited to time sheets and expense reports approved by authorized agency representative.
- c. All invoices will reference the appropriate executed purchase order and overall agreement.

11. PAYMENT TERMS

All invoices are due net thirty (30) days from invoice date.

12. STANDARDS

VENDOR agrees to have contractors meet the Agency requirements as it relates to criminal records, drug testing and any other conditions necessary.

13. NOTICES

Any notices regarding this agreement or purchase orders shall be sent to the following:

AGENCY: Hamilton County School Board
5683 Highway 129 South - Suite 1
Jasper, FL 32052
(386) 792-7818

VENDOR: SS Solutions LLC
2730 U.S. 1 South, Suite B
St. Augustine, FL 32086
904-797-2244
Attention: Rick Burke, Vice President

14. ATTACHMENTS

- a. Attachment A- Pricing

Hamilton County School District

Print Name Michael D. Vinson Jr

Michael D. Vinson Jr. Digitally signed by Michael D.

Signature Jr.

on 2020.11.04 16:22:43 -0500

Title Director of Business Services

Date 11/4/20

Rick Burke

Signature

Title Vice President

Date 11/4/20

Attachment A

Pricing For Contractors

Position	WC Code	Mark Up
Hourly Professional	8868	*24.75%
Salaried DROP Professional	8868	*18.99%

This pricing does not include recruitment services. Additional positions can be added to the pricing on an as needed basis. Pricing will be designated upon request from the Hamilton County School District coupled with a job description of said position(s). SS Solutions, LLC. shall be responsible for employer's portion of payroll taxes including FICA, FUTA, SUTA, Medicare, workers' compensation insurance, and employment practices liability insurance.