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

NC

Type of contract: 1 year <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/> Single Event <input type="checkbox"/>		CC Use Only Contract #:
Submission Information		Vendor Information
Contact Name: Chantall Hunt Department: Talent Management Project Title: Brightwell Talent Solutions Funding Account Number: 100-1540-523300-06 <i>B</i> Contract amount: 10% to 15% of compensation; \$2500 per search Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:		Vendor Name: <i>WE Systems Group, Inc. dba</i> Brightwell Talent Solutions Address: 780 Johnson Ferry Road, Suite 200 Address: Atlanta, GA 30342 Email: cbrown@brightwelltalent.com Phone #: 404-843-9200 Contact: Cheryl Brown Term of contract: <i>ON DEMAND</i>
Finance Director Signature I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Syang</i> Signature: <i>Michelle Syang</i> Date: 1.7.2025		Procurement Officer Signature I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Justine Nelson</i> Date: 11/25/24
Summary: This contract reflects a reduction in retained search, recruitment and placement fees for utilizing services with Brightwell. The contract also includes the terms and conditions upon which BrightWell Talent Solutions will undertake to provide executive search services, when requested, for Rockdale County Government.		

Department Head/Elected Official Signature:
Joni R. [Signature]

Date:
 11/23/24

2025-07

Weinstein Group Inc, dba
BrightWell Talent Solutions

PERSONAL & CONFIDENTIAL

December 11, 2024
Ms. Chantall Hunt
Recruitment and Retention Manager
Rockdale County Government
962 Milstead Ave.
Conyers, GA 30012

This letter will set forth the terms and conditions upon which Weinstein Group, Inc. dba BrightWell Talent Solutions will undertake to provide executive search services for Rockdale County Government.

(1) **JOB ASSIGNMENTS and CANDIDATE DEVELOPMENT:**

- (a) We will conduct retained searches as assigned to BrightWell Talent by Rockdale County Government
- (b) We will identify and evaluate prospective candidates on a confidential basis, exploring their business, educational background and qualifications considering the criteria as outlined on your job descriptions. BrightWell Talent will then present information regarding each candidate to be interviewed. Subsequent to your review, we will arrange for an initial series of interviews with the candidates you select. Additional meetings with the preferred candidates and your management team will follow along with our continual interface and advice.

(2) **SELECTION/OFFER:**

- (a) We will assist you in the selection process and in the development and presentation of an offer for the winning candidates once chosen. This offer will be conditional, based on the completion of a background investigation and referencing process.
- (b) If you determine to offer a position to a candidate, we will provide continued assistance during the process. Customarily, our assistance includes ongoing discussions, both with you and the candidate, to assist with the negotiating process and the resolution of any issues that may arise (with it being understood that our sole obligation is to represent your best interests). We do not, however, offer legal advice regarding the preparation of employment contracts or ancillary documents and we assume that, where legal documentation is required, you will be separately represented by counsel. We will be pleased to consult with your attorney if requested.

(3) **BACKGROUND REVIEW**

- (a) BrightWell Talent will provide to you a full profile of all candidates and his or her qualifications for the specified position.

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- (b) BrightWell Talent will use reasonable efforts in our background investigation to identify critical areas of performance and traits indicated in the position description and our previously agreed standards. Our review will therefore entail in-depth interviews with the candidates, review of published information as reasonably available concerning the candidates and references on them. However, BrightWell Talent may be limited by the candidate's request, to refrain from contacting specific persons or firms for references i.e. his/her current place of employment. Our procedures may include meeting with prior and current managers, subordinates, peers, financial institutions data, clients, and persons who have had professional relationships with the candidates.

(4) **FEES and GUARANTEE**

- (a) Our fee for the retained search, recruitment, and placement of a candidate is normally 25% of the first year's total guaranteed cash compensation. For Rockdale County Government the fee was reduced to 17.5% with a \$2,500 search deposit payable at the commencement of the search. We will now reduce the fee further for Rockdale County Government as follows:
- a. For one search we will **reduce the fee to 15%** of the first year's total guaranteed cash compensation only.
 - b. For two searches that are requested and commence at the same time we will **reduce the fee to 12.5%** of the first years total guaranteed cash compensation only.
 - c. For three or more searches that are requested and commence at the same time, we will **reduce the fee to 10%** of the first years total guaranteed cash compensation only.
- (b) A search deposit of \$2,500 per search (\$5,000 for two searches, \$7,500 for three searches) is due at the commencement of the search and payable within 15 days of invoice. Balance will be trued up and is due upon hire. We will also bill for pre-approved direct costs, i.e. candidate travel (airfare, hotels, meals, transportation).
- Search deposit needs to be paid within 15 days of the commencement of the search in order to receive the reduced fee. If not paid within the 15 days, fee will revert to the original reduced rate of 17.5%.
- (c) In the event a candidate is to be engaged on a consultancy basis, our fee will be based on the candidate's estimated total first year income (including deferrals, guaranteed additional sums whether designated as "bonuses" or by any other term, and sums payable to the candidate's affiliated entities).
- (d) BrightWell Talent Solutions will guarantee your placement for twelve (12) months. If for any reason, other than elimination of the position, change of control or death, an employee placed by us, and as to whom you have paid us the full fee required, leaves your employ we will replace candidate as follows:

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- a. within six (6) months of his or her first day of employment, we will conduct all of the aforementioned placement procedures at no additional fee.
- b. after the 6th month (months 7-12), we will replace the candidate at half fee.

In order for this guarantee to apply, client must pay the balance of the placement fee to BrightWell within thirty (30) days of the hire date.

(5) **ADDITIONAL CANDIDATES**

- (a) We may during our search procedures identify candidates who are suitable for other positions within your organization. Any candidate submitted by BrightWell Talent that is hired for a role other than the one initially submitted for, the terms of this letter shall apply in the event that any of these candidates are employed by your Company.

(6) **TERMS AND CONDITIONS**

- (a) You have the right to terminate our search at any time upon 30 days written notice.
- (b) This agreement is for direct hire/executive search only.
- (a) BrightWell will invoice on or around the start date of each hire. The Invoiced payment is due no later than 30 days from the candidate's start date.
- (b) The agreement shall commence on the date of signing and shall be in effect for 24 months from the date signed, unless and/or until Rockdale County elects to terminate by written notice
- (c) If, within twelve (12) months after your termination of this Agreement you make an offer to any candidate we have introduced and proposed to you prior to such termination, and such candidate accepts your offer and commences employment, you will nevertheless be obligated to pay the fees provided in this agreement in respect to each candidate.

(7) **MUTUAL RELEASE/INDEMNIFICATION**

- (a) Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Brightwell under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee

(6) **GOVERNING LAW**

- (a) This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia

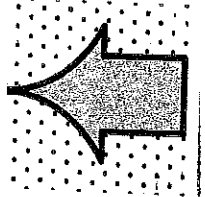
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If you are in agreement with the terms of this letter, please execute and return one copy to Cheryl Brown to cbrown@brightwelltalent.com

AGREED TO AND ACCEPTED BY:

Cheryl Brown
Chief Operating Officer

Judice Van Ness, Chair
~~Oz-Nesbitt, Sr., Chairman and CEO~~



Cheryl Brown

Cheryl Brown

Dated; December 11, 2024

Dated: _____, 2024

ATTEST:

Jennifer O. Ruffledge, County Clerk

Approved as to form

M. Qader A. Belg, County Attorney