

CONTRACT DOCUMENTS FOR

SWC#99999-SPD-0000136-008
Temporary Staffing Services

For

Department of Community Development

Contract Agreement

This Agreement for temporary staffing services for the is made and entered into by and between **FULTON COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **CORPORATE TEMPS**, **INC.** hereinafter referred to as "Corporate Temps" or "Contractor", authorized to transact business in the State of Georgia.

Contract Documents

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number SWC#99999-SPD-0000136-0008.
- III. Attachment A, Scope of Work
- IV. Attachment B, Compensation
- V. Attachment C, Service Level Agreement substituting Fulton County or "County") for "State" or "DOAS".
- VI. Exhibit 1, Fulton County 2023 Pay and Holiday Schedule
- VII. Exhibit 2, Certificate of Insurance
- VIII. Exhibit 3, Georgia Security and Immigration Contractor Affidavit and Agreements

This Agreement was approved by the Fulton County Board of Commissioners on June 21, 2023, BOC Item # 23-0424 In the amount of \$198,036.00.

Contract Term

The contract will commence upon BOC approval through June 30, 2024.

Indemnification

Corporate Temps shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part form any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statue, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Corporate Temps agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number 99999-SPD-0000136-0008. Corporate Temps agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By the County to: Director

Department of Community Development

137 Peachtree Street, SW Atlanta, Georgia 30303 Attn: Stanley Wilson

Email: stanley.wilson@fultoncountyga.gov

With a copy to: Chief Purchasing Agent

Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303 Attn: Felicia Strong-Whitaker

Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: National Key Accounts Manager

Corporate Temps, Inc.

5950 Live Oak Parkway, Suite 230.

Norcross, GA 30093 Attn: Renee White

Email: renee@corporatetemps.com

Cooperation with other Contractors

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA DocuSigned by:	CORPORATE TEMPS, INC.
Robert L. Pitts Robert L. Pitts, Chairman Fulton County Board of Commissioners	Renee White National Key Accounts Manager
ATTEST:	ATTEST:
Docusigned by: Tonya K. Grice Tonya R. Grier Clerk to the Commission (Affix County Seal) APPROVED AS TO FORM: Docusigned by: David Lowman Office of the County Attorney APPROVED AS TO CONTENT:	Secretary/ Assistant Secretary (Affix Corporate Seal) ATTEST: Notary Public County: Gwine #
Stanly Wilson Stanley Wilson, Director	Commission Expires: 9-6-26
Department of Community Developmen	Affix Notary Se DOMINIC AUSTIN GWINNETT County My Commission Expires September 6, 2026
ITEM#.	ITCAA#.
TEM#: RCS: 2023-0424 6/21/2023 RECESS MEETING	REGULAR MEETING

ATTACHMENT A SCOPE OF SERVICES

Scope of Services

The Agency shall provide temporary staffing services for the Community Development to provide the following positions:

1 - Senior Accountant Job Duties:

- Prepare invoices for payment to include verification of funding, matching of documents (PO, invoice, contracts, etc.) and processing receivers
- Invoice processing (review invoice, create receiver/PVX, submit for payment)
- Perform inquiries in accounting software to track payment of invoices and report status to Program Managers
- Research invoice questions, respond to payment status inquiries, and resolve payment issues through email/telephone contact with Finance A/P, vendors, and staff members
- Prepare monthly account reconciliations and report discrepancies
- Generate monthly budget reports and save on shared drive
- Maintain record of financial documents and reports on shared drive
- Assist staff with vendor inquiries / registration

1 – Administrative Coordinator Job Duties:

- Monitored homeless invoice email account.
 - Directed homeless invoices to respective project managers.
 - Managed invoice tracking spreadsheet.
- Completed contract execution via DocuSign.
- Set up meetings for agencies and meeting reminders for Ann Isaac.
- Send out general email correspondence to subrecipients.

A. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays and Sundays) must have prior written approval of the County.

B. Observed Holidays

The County observes the following holidays (see Exhibit 1):

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Christmas
New Year's Eve

C. Pay Period

The Agency's pay periods shall coincide with the County's pay periods (See Exhibit 1).

D. Automated Time and Attendance System
The Agency must utilize an automated time and attendance system in order to
document employees' time and attendance.

E. Work Locations Community Development 137 Peachtree Street Atlanta, GA 30303

Telework

ATTACHMENT B COMPENSATION

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed the amount of \$198,036.00 (One Hundred Ninety-Eight Thousand, Thirty-Six Dollars and Zero Cents). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position and Rate Schedule.

Cost from 7/1/2023 - 6/30/2024 *Project Coordinator only thru Aug. 29									
Position	# of Pos.	Bill Ra	ite (p/hr)	OT Bil	l rate (p/hr)	Reg Hours	OT Hours	Tota	al
Administrative Coordinator	1	\$	26.80	\$	40.20	1968	0.00	\$	52,743.00
Inspector	1	\$	25.46	\$	38.19	1476	0.00	\$	37,579.00
Senior Accountant	1	\$	48.24	\$	72.36	1968	0.00	\$	94,937.00
*Project Coordinator	1	\$	38.95	\$	58.42	328		\$	12,777.00
						Grand	Total	\$ 1	.98,036.00

ATTACHMENT C SERVICE LEVEL AGREEMENT



SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

EXHIBIT 1 FULTON COUNTY 2023 PAY AND HOLIDAY SCHEDULE

FULTON COUNTY 2023 PAY AND HOLIDAY OBSERVANCES CALENDAR



HOLIDAY

PAY PERIOD ENDING

JANUARY									
Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7			
8	9	10	11	12	13	14			
15	16	17	18	19	20	21			
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29	30	31							

FEBRUARY									
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MARCH									
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	MAY									
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	AUGUST									
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NOVEMBER							
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DECEMBER							
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31							























New Year's Day Monday January 2

MLK Jr. Day Monday January 16

President's Day Monday February 20

Memorial Day Monday May 29

Juneteenth

Monday June 19 **Independence Day** Tuesday July 4

Labor Day Monday September 4 **Veterans Day** Friday November 10

Thanksgiving Christmas Thursday & Friday Monday & Tuesday November 23 & 24 December 25 & 26

New Year's Eve Friday December 29



EXHIBIT 2 CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER,	AND	THE C	ERTIFICATE HOLDER.				THE ISSUING INSURE		
IMPORTANT: If the certificate holder terms and conditions of the policy, certificate holder in lieu of such endo	is ar certa	n ADD	ITIONAL INSURED, the plicies may require an en	oolicy(ie dorseme	s) must be ent. A stat	endorsed. I	SUBROGATION IS WAI	VED, s	subject to the rights to the
PRODUCER	CONTACY NAME: Alfonza Hatcher								
Hatcher Insurance Agency Inc.							I FAX		
P.O. Box 2564					Ext): 770-46	6-1133	(AC, No);	770-4	66-1144
Loganville, GA. 30052						s@aol.com			
							RDING COVERAGE		NAIC#
INSURED		•		1		iphia Indemn	ity Insurance Company		+
Corporate Temps, Inc.				INSURER B:					4
5950 Live Oak Pkwy. Suite 230				INSURER C:					
Norcross, GA. 30093-174	3			INSURER D :					
715/6/000j C/A. 00090-1/14				INSURER		************************			
COVERAGES CE	RTIF	CATE	NUMBER:				REVISION NUMBER:	***************************************	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	DED	TAINI	THE WALLES	OI LULY	COMMINAC	I ON OTHER	ED NAMED ABOVE FOR DOCUMENT WITH RESPI	THE PO	OLICY PERIOD O WHICH THIS
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A OCCUR	ľ	ľ	DUDING				MED EXP (Any one person)	\$	5,000.
			PHPK2438388	- 1	07/27/2022	07/27/2023	PERSONAL & ADV INJURY	\$	1,000,000.
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000.
POLICY PRO X LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000.
T******	Y						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per person)	\$	1,000,000
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If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$	
EMPLOYMENT OF A OTICE							E.L. DISEASE - POLICY LIMIT	\$	
LIABILITY	J		PHPK2438388			07/27/2023	Each Incident Limits: Aggregate Limit:	\$ \$	1,000,000. 1,000,000.
escription of operations / Locations / vehic femporary Personnel Services.	LES (A	Attach A	CORD 101, Additional Remarks S	Schedule, If	more space is	requirad)			
Fulton County, GA. and it	s o	ffice	ers" Listed as Ad	dditio	nal Insu	ıred.			
ERTIFICATE HOLDER									
				CANCE	LLATION				
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Alfonza Hatcher PHONE IA/G. No. Ext): 770-466-1133 E-MAIL ADDRESS: hatcherins@aol.com PRODUCER (A/C, No): 770-466-1144 Hatcher Insurance Agency Inc. P.O. Box 2564 Loganville, GA. 30052 INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURED Corporate Temps, Inc. INSURER C: 5950 Live Oak Pkwy. INSURER D : Suite 230 INSURER E : Norcross, GA, 30093-1743 INSURER F : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. IADDLISUER POLICY EFF POLICY EXP INSR LTR TYPE OF INSURANCE **POLICY NUMBER** GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GENL AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG POLICY EACH OCCURRENCE 2,000,000 3,000,000. AGGREGATE S CYBER LIABILITY 07/27/2023 PHSD1727994 07/27/2022 **EACH OCCURRENCE** 1,000,000 PROFESSIONAL 07/27/2022 07/27/2023 PHPK2438388 2,000,000. AGGREGATE LIARILITY (E & O) WORKERS COMPENSATION
AND BMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICE/MEMBER EXCLUDED?
((Mandatory in NI)
if yes, describe under WC STATU-E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ ESCRIPTION OF OPERATIONS below **EMPLOYEE DISHONESTY** Each Incident Limits: 3,000,000. PHPK2438388 07/27/2022 07/27/2023 (Fidelity Bond) 3,000,000. Aggregate Limit: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Temporary Personnel Services. Fulton County, GA. and it's officers" Listed as Additional Insured. CERTIFICATE HOLDER CANCELLATION Fulton County, Georgia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 141 Pryor Street SW #4075 Atlanta, GA. 30303

ACORD 25 (2010/05)

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EXHIBIT 3 GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] _______ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number	_	•
Renee White		
BY: Authorized Officer of Agent (Insert Contractor Name)		
National Key Accounts Manager Title of Authorized Officer or Agent of Contractor	_	
Renee White		
Printed Name of Authorized Officer or Agent	-	
Sworn to and subscribed before me this 22vd day of _	June	, 20 <u>23</u> .
Notary Public: Lamellut		
County: <u>Gwinnett</u> Commission Expires: 9-6-26	NOTARY PUBLIC *	DOMINIC AUSTIN GWINNETT County My Commission Expires September 6, 2026
Оопшизают Ехриез.		

O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{2*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



Fulton County

Legislation Details

File #: 23-0424 Version: 1 Name:

Type: CM Action Item - Health and Status:

Human Services

4/13/2023

Passed

Board of Commissioners

On agenda: 6/21/2023 Final action: 6/21/2023

Title: Request approval of a statewide contract, Community Development, SWC 99999-SPD-0000136-008,

In control:

Temporary Staffing Services in an amount not to exceed \$198,036.00 with Corporate Temps (Norcross, GA) to continue temporary staffing services for the Department of Community

Development. Effective upon BOC approval through June 30, 2024.

Sponsors:

File created:

Indexes:

Code sections:

Attachments: 1. Exhibit 1: Contractor Performance Report, 2. CT services calcs for contract renewal - Legistar

(June 2023), 3. QUOTE FULTON COUNTY COMMUNITY DEVELOPMENT2023-2024

Date	Ver.	Action By	Action	Result
6/21/2023	1	Board of Commissioners	approve	Pass