

**CONTRACT DOCUMENTS FOR** 

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

For

**Department of Community Development** 

#### **Contract Agreement**

This Agreement for the purchase of temporary staffing services for the Department of Community Development 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 "**Agency**" 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 SW#99999-SPD-0000136-008
- III. Attachment A Scope of Services and Compensation
- IV. Attachment B Service Level Agreement substituting Fulton County or ("County") for "State" or DOAS".

This Agreement was approved by the Fulton County Board of Commissioners on October 19, 2022, BOC Item # 22-0783.

#### **Contract Term**

The contract will commence as of October 19, 2022 through June 30, 2023.

#### **Contract Modification**

If during performing the services under this Agreement, County and Agency agree that due the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department. Therefore, when it is necessary, the County may make changes to the services as described herein and in the referenced exhibits. Any such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order ("PO") Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the User Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract Compliance. The Department of Purchasing & Contract Compliance will issue a PO Modification documenting the modification to this Agreement to the Agency and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated herein by reference.

#### <u>Indemnification</u>

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;
- 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

Agency 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-0000136-008. 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 CORPORATE TEMPS to: Director

Department of Community Development

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

Email: <a href="mailto:stanley.wilson@fultoncountyga.gov">stanley.wilson@fultoncountyga.gov</a>

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 Consultants**

Consultant 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 Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties.

OWNER:

**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.

CONSULTANT:

FULTON COUNTY, GEORGIA  Pocusigned by:  Robert L. Pitts, Charing and Fruiton County Board of Commissioners	Renee White National Key Accounts Manager
ATTEST:  Docusigned by:  Tonya R. Grier	ATTEST:
Tonya R. Grier Clerk to the Commission  (Affix County Seal)	Secretary/ Assistant Secretary
APPROVED AS TO FORM:    Docusigned by:   Patrick O'Connor     Office of the County Attorney     APPROVED AS TO CONTENT:	(Affix Corporate Seal)  ATTEST:  Notary Public  County: Gwinne #
Stanley Wilson  Stanley Wilson, Director  Department of Community Developmen	Commission Expires: 9-6-26
TEM#:RCS:	ITEM#: 2022-0783 RM: 10/19/2022 Recess Meeting REGULAR MEETING

# Attachment A SCOPE OF SERVICES AND COMPENSATION

#### **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 Assistant

#### Job Duties:

- Monitored homeless invoice email account.
  - o 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

Labor Day

Veteran's Day

Thanksgiving

Juneteenth Day Independence Day 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

#### **COMPENSATION**

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed the amount of \$273,306.84 (Two Hundred Seventy Three Thousand Three Hundred Six Dollars and Eighty Four Cents). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position and Rate Schedule.

Job Title	Hourly Rate	Day (8 hrs)
Sr. Accountant	\$ 48.24	\$ 385.92
Exec. Admin	\$ 53.60	\$ 428.80
Project. Coordinator	\$ 26.80	\$ 214.40
Project. Coordinator	\$ 38.95	\$ 311.60
Inspector	\$ 25.46	\$ 203.68

#### **INVOICING AND PAYMENT**

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment**: The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

#### Via Mail:

Fulton County Government

141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

#### Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

# Attachment B 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 PAY AND HOLIDAY SCHEDULE

## FULTON COUNTY 2022 PAY AND HOLIDAY OBSERVANCES CALENDAR

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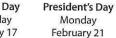
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I HAVE A DREAM





Memorial Day Monday May 30



Juneteenth Monday June 20



Independence Day Monday July 4



**Labor Day** Monday September 5



**Veterans Day** Friday November 11



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



Christmas



New Year's Eve Friday December 30



# DocuSign Envelope ID: 54ECDE37-6E37-489E-B067-078349675B8F FULTON COUNTY 2023 PAY AND HOLIDAY OBSERVANCES CALENDAR



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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

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P.O. Box 2564				IAIC, NO	o. Ext); 770-46	36-1133	(A)C, No):	770-4	36-1144
Loganville, GA. 30052				ADDRE	ss: hatcherir	is@aol.com			
				INSURER(8) AFFORDING COVERAGE NAIC (					
INSURED				INSURE	RA: Philade	lphia Indemni	ty Insurance Company		
Corporate Temps, Inc.				INSURE	RB:	www.combo.combo.jon.combo.jon.combo.combo.combo.combo.combo.combo.combo.combo.combo.combo.combo.combo.combo.co		***************************************	
5950 Live Oak Pkwy.				INSURE	RC:				
Suite 230				INSURE	RD:	V			
Norcross, GA. 30093-174	3			INSURE	RE:	***************************************			
COVERAGES CEI	2715	O A TE		INSURE	RF:	**************************************			
	S OF	CATE	NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN,	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANDED BY BEEN F	THE POLICIE	ES DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	HE PO O ALL	LICY PERIOD WHICH THIS THE TERMS,
LIK TYPE OF INSURANCE	INS	LISUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		Parameter 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GENERAL LIABILITY						[	EACH OCCURRENCE	\$	
COMMERCIAL GENERAL LIABILITY	1	-		1		ŀ	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
CLAIMS-MADE OCCUR	ľ	1		1		<b>\</b>	MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
				1			GENERAL AGGREGATE	-	************
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	*
POLICY PRO- JECT LOC							PRODUCTS - COMPTOP AGG	\$	
1	T						E A GUI O GOLUNDENO E		
	ľ			- 1			EACH OCCURRENCE	\$	2,000,000
A CYBER LIABILITY			Di lon (mama a )		CONTRACTOR CONTRACTOR		AGGREGATE	S	3,000,000.
January Brade Brad			PHSD1727994		07/27/2022	07/27/2023	: : : : : : : : : : : : : : : : :	•	Vincent Company of the Apple of
PROFESSIONAL	Y						EACH OCCURRENCE	\$	1,000,000.
A LIARILITY (E & O)	Ï	ľ	PHPK2438388	- 1	07/27/2022	07/27/2023	AGGREGATE	s	2,000,000.
				- 1			, none on e	\$	2,000,000.
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			T				WC STATU- OTH- TORY LIMITS ER	3	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N/A	-					E.L. EACH ACCIDENT	*	
(Mandatory in NH) If yes, describe under	IN A	1 1						\$ ^	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A EMPLOYEE DISHONESTY	_	_						\$	
(Fidelity Bond)			PHPK2438388		07/27/2022	07/27/2023	Each Incident Limits:	\$	3,000,000.
							Aggregate Limit:	\$	3,000,000.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach A	CORD 101. Additional Remarks S	chadula	If more games to				
Temporary Personnel Services.	\$10000 VI\$		The sail traditional House a	criodalo,	it more space is	required)			
									1
Fulton County, GA. and it	s o	ffice	ers" Listed as Ad	dditio	nal Insu	ured.			
									ĺ
CERTIFICATE HOLDER				CANC	ELLATION		,		
Fulton County, Georgia		- Ity venne	<u> </u>	3					

141 Pryor Street SW #4075 Atlanta, GA. 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2010/05)

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#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

## FORM 1: 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 services under a contract with Corporate Temps on behalf of Fulton County
<b>Government</b> has registered with and is participating in a federal work authorization program*,1 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 <b>Fulton County Government</b> , 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 300-10-0108 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the <b>Fulton County Government</b> at the time the subcontractor(s) is retained to perform such service.
121762
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 22rd day of December, 2022
Notary Public: Admin-Clut
County: GWINNETT County
Commission Expires: 9-6-26  My Commission Expires September 6, 2026

<sup>1\*[</sup>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].

#### **STATE OF GEORGIA**

#### **COUNTY OF FULTON**

#### FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 services under a contract with     Na/   Behalf of Fulton County
<b>Government</b> has registered with and is participating in a federal work authorization program*, <sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.
EEV/Basic Pilot Program* User Identification Number
BY: Authorized Officer of Agent (Insert Subcontractor Name)
Title of Authorized Officer or Agent of Subcontractor
Printed Name of Authorized Officer or Agent
Sworn to and subscribed before me this day of, 20
Notary Public:
County:
Commission Expires:

<sup>2\*[</sup>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].