



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
SWC 99999-SPD-0000136-0008
TEMPORARY STAFFING SERVICES**

For

COMMUNITY DEVELOPMENT

Contract Agreement

This Agreement for 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" or "Owner" and Corporate Temps, Inc., hereinafter referred to as "CORPORATE TEMPS" or "Contractor."

Contract Documents

County and CORPORATE TEMPS 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 99999-SPD-0000136-0008)
- 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 **September 16, 2020, BOC Item # 20-0650.**

Indemnification

CORPORATE TEMPS shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnify 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 from 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, statute, 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's 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: Deputy Chief Operating Officer
Department of Community Development
137 Peachtree Street, SW
1st Floor
Atlanta, Georgia 30303
Attn: Dr. Pamela Roshell
Email: Pamela.Roshell@fultoncountyga.gov

With a copy to: Director
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: Corporate Temps, Inc.
5950 Live Oak Parkway, Suite 230
Norcross, GA 30093
Attn: Renee White
Email: Renee@corporatetemps.com

The parties to this service agreement agree to the above referenced conditions:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Tonya R. Grier

Tonya Grier, Interim Clerk to the Commission
Fulton County Board of Commissioners

(SEAL)



Approved as to Content:

DocuSigned by:

Pamela Roshell

Dr. Pamela Roshell
Deputy Chief Operating Officer, Department of Health & Human Services

Approved as to Form:

DocuSigned by:

Patrise Perkins-Hooker

Patrise Perkins-Hooker
County Attorney, Office of the County Attorney

CORPORATE TEMPS, INC.

(Submitted By) Renee White

DocuSigned by:

Renee White

(Approved By) Authorized Representative

(Title) National Key Accounts Manager

Date: 10/02/2020

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2020-0650 **RCS** 10/16/2020
RECESS MEETING

ITEM#: 0 **RM**: 0
REGULAR MEETING

Scope of Services

The Contractor shall provide temporary staffing services for the Department of Community Development. The scope of services shall be in accordance with the Service Level Agreement attached herein as Attachment B and as follows:

A. Contractor shall provide the following positions:

1. Accountant
2. File Clerks
3. Marketing Coordinator
4. Project Coordinator
5. Program Coordinator
6. Administrative Coordinator

Normal Hours of Work

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

B. Observed Holidays

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

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

New Year's Day	Labor Day
Martin Luther King, Jr	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day (July 4th)	Christmas
New Year's Eve	

C. Pay Period

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

D. Automated Time and Attendance System

The Contractor must utilize an automated time and attendance system in order to document employees' time and attendance.

E. Reporting Responsibility

The Contractor will report directly to the Director of the Department of Community Development or his designated representative.

F. Work Locations

Temporary Staff positions identified will report to the work locations as directed by the County:

Department of Community Development work locations

ATTACHMENT A**COMPENSATION**

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed amount of \$503,717 (Five Hundred Three Thousand Seven Hundred Seventeen Dollars and No Cents) as shown below.

JOB TITLE	# OF POSITIONS	EMPLOYEE HOURLY RATES	HOURLY RATE	OVERTIME HOURLY RATES
Accountant	1	\$18.00	\$24.12	\$36.18
Administrative Coordinator	1	\$20.00	\$26.80	\$40.20
File Clerks	1	\$12.00	\$16.08	\$24.12
Marketing Coordinator	1	\$17.00	\$22.78	\$34.17
Project Coordinator	1	\$18.00	\$24.12	\$36.18
Program Coordinator	3	\$29.07	\$38.95	\$58.43

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

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:

ATTACHMENT A

Via Mail:

Fulton County Department of Finance
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.

EXHIBIT 1

**FULTON COUNTY PAY AND HOLIDAY
SCHEDULE**

FULTON COUNTY 2020 PAY AND HOLIDAY CALENDAR

PAY DAY
HOLIDAY
● PAY PERIOD ENDING

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	22	23	24	25
26	27	28	29	30	31	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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Sun	Mon	Tue	Wed	Thu	Fri	Sat
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29	30	31				

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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31						

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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	22	23	24	25	26
27	28	29	30	31		



New Year's Day
Wednesday
January 1



MLK Jr. Day
Monday
January 20



President's Day
Monday
February 17



Memorial Day
Monday
May 25



Independence Day
Friday
July 3



Labor Day
Monday
September 7



Columbus Day
Monday
October 12



Veterans Day
Wednesday
November 11



Thanksgiving
Thursday & Friday
November 26 & 27



Christmas
Thursday & Friday
December 24 & 25



New Year's Eve
Thursday
December 31



FULTON COUNTY

EXHIBIT 2

CERTIFICATE OF INSURANCE

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2020

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 CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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).

PRODUCER Hatcher Insurance Agency Inc. P.O. Box 2564 Loganville, GA. 30052-0059	CONTACT NAME: Alfonza Hatcher PHONE (A/C, No, Ext): 770-466-1133 FAX (A/C, No): 770-466-1144 E-MAIL ADDRESS: hatcherins@aol.com														
INSURED Corporate Temps, Inc. 5950 Live Oak Pkwy. Suite 230 Norcross, GA. 30093-1743	<table border="1"> <thead> <tr> <th data-bbox="808 499 1356 520">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1356 499 1477 520">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="808 520 1356 541">INSURER A: Philadelphia Indemnity Insurance Company</td> <td data-bbox="1356 520 1477 541"></td> </tr> <tr> <td data-bbox="808 541 1356 562">INSURER B:</td> <td data-bbox="1356 541 1477 562"></td> </tr> <tr> <td data-bbox="808 562 1356 583">INSURER C:</td> <td data-bbox="1356 562 1477 583"></td> </tr> <tr> <td data-bbox="808 583 1356 604">INSURER D:</td> <td data-bbox="1356 583 1477 604"></td> </tr> <tr> <td data-bbox="808 604 1356 625">INSURER E:</td> <td data-bbox="1356 604 1477 625"></td> </tr> <tr> <td data-bbox="808 625 1356 646">INSURER F:</td> <td data-bbox="1356 625 1477 646"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	PHPK2160104	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	PHSD1560182	07/27/2020	07/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	PHPK2160104	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 4,000,000. AGGREGATE \$ 4,000,000. \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EMPLOYMENT PRACTICES LIABILITY		PHSD1560176	07/27/2020	07/27/2021	Each Incident Limits: \$ 1,000,000. Aggregate Limits: \$ 1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Temporary Personnel Services.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	CYBER LIABILITY			PHSD1560182	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 2,000,000. AGGREGATE \$ 3,000,000. \$
A	PROFESSIONAL LIABILITY (E & O)	Y		PHPK2160104	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 2,000,000. \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
							WC STATUTORY LIMITS \$ OTHER \$
A	EMPLOYEE DISHONESTY (Fidelity Bond)			PHSD1560176	07/27/2020	07/27/2021	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Each incident Limits: \$ 3,000,000. Aggregate Limits: \$ 3,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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