

CONTRACT DOCUMENTS FOR

SWC # 99999-SPD0000136-0008

Temporary Staffing

For

Department of 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" 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 SW# 99999-SPD0000136-0008
- 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 October 6, 2021, BOC Item # 21-0774.

Contract Term

The contract will commence as of October 6, 2021 through October 5, 2022.

<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.

<u>Insurance</u>

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-SPD0000136-0008. 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 CORPORATE TEMPS to: Director

Department Community Development 137 Peachtree Street, SW, Suite

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 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

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:	CONSULTANT:
FULTON COUNTY, GEORGIA	CORPORATE TEMPS, INC.
Robert L. Pitts Robert L. Pitts Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST: Docusigned by: Toma K. Gricr EEC478C4837648D	Renee White National Key Accounts Manager ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM: Docusigned by: Office of the County Attorney APPROVED AS TO CONTENT:	Notary Public County: Gwinnett
Stanley Wilson Stanley Wilson, Director Department of Community Developmen	NEW YORLIC OF SERVICES
TEM#: RCS:	ITEM#21-0774 RM: _{10/06/2021}
RECESS MEETING	REGULAR MEETING

STATE OF GEORGIA COUNTY OF FULTON

FORM A: 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] Corporate Temps 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 <u>Fulton County Government</u>, 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 <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

1/2/1762		
EEV/Basic Pilot Program* User Identification Number		
A Munfu	i	
BY: Authorized Officer of Agent (Insert Contractor Name)		
Pirecon		
Title of Authorized Officer or Agent of Contractor		
Shawn Menefee		
Printed Name of Authorized Officer or Agent	1	
Sworn to and subscribed before me this 18th day of	March,	202/
Notary Public: Asmi Liti	NINIC AU	11/1/2
County: _ Gwinnett	E WOTAN	12
Commission Expires: 9-6-2022	N. S.	PGIA
	COUNTY C	CHILL

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of settings" meant 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].

ATTACHMENT A SCOPE OF SERVICES AND COMPENSATION

COMPENSATION

POSITION	# OF POSITIONS	EMPLOYEE HOURLY RATES	TEMP AGENCY HOURLY RATES	OVERTIME HOURLY RATES
PROJECT COORDINATOR	3	\$29.07 ea.	\$38.95 ea.	\$58.42 ea.
FILE CLERK	2	\$15.00 ea.	\$20.10 ea.	\$30.15 ea.

The management team at Corporate Temps appreciates your evaluation of our Quote and looks forward to the opportunity to provide stellar **Temporary Staffing Services** to the **Fulton County Government**, **Community Development**.

Legal Authorized Representative

Shawn F. Menefee President, Director and CEO

Corporate Temps, Inc.

Corporate Temps, Inc.'s Quote Proposal to Fulton County Government – COMMUNITY DEVELOPMENT

ATTACHMENT B SERVICE LEVEL AGREEMENT

ATTACHMENT B



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 2021 PAY AND HOLIDAY CALENDAR



January								
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	February								
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President's Day Monday February 15th



Memorial Day Juneteenth Friday Monday June18th May 31st



Independence Day Monday July 5th



Labor Day Monday September 6th



Veterans Day Thursday



Thanksgiving Thursday & Friday November 11th November 25th & 26th



Christmas Friday & Monday, December 24th & 27th



New Year's Eve Friday December 31st



EXHIBIT 2 CERTIFICATE OF INSURANCE

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						
Robert L. Pitts 14E1B4AA5F6A44A						
Robert L. Pitts, Chairman Fulton County Board of Commissioners						
ATTEST:	ATTEST:					
Docusigned by: Tonya K. Grier						
Tonya R. Grier	Secretary/					
Interim Clerk to the Commission of the Commissio	by: Assistant Secretary					
(Affix County Seal)	(Affix Corporate Seal)					
APPROVED AS TO FORM:	ATTEST:					
DocuSigned by:						
Office of the County Attorney	Notary Public					
APPROVED AS TO CONTENT:						
	County:					
DocuSigned by:						
Stanly Wilson 5E4D76DFB4A0450	Commission Expires:					
Stanley Wilson Director						
Department of Community Development	(Affix Notary Seal)					
Please select RCS or RM from the checkbox						
RCS	X RM					
ITEM#: RCS:	ITEM#:_ ²¹⁻⁰⁷⁷⁴ RM:_ ^{10/06/2021}					
RECESS MEETING	REGULAR MEETING					



CONTRACT DOCUMENTS FOR

SWC # 99999-SPD0000136-0008

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- 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.

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By CORPORATE TEMPS to: Director

Department Community Development 137 Peachtree Street, SW, Suite

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 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

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FULTON COUNTY, GEORGIA	CORPORATE TEMPS, INC.
Robert L. Pitts Robert L. Pitts Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST: Docusigned by: Toma K. Gricr EEC478C4837648D	Renee White National Key Accounts Manager ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM: Docusigned by: Office of the County Attorney APPROVED AS TO CONTENT:	Notary Public County: Gwinnett
Stanley Wilson Stanley Wilson, Director Department of Community Developmen	NEW YORLIC OF SERVICES
TEM#: RCS:	ITEM#21-0774 RM: _{10/06/2021}
RECESS MEETING	REGULAR MEETING

STATE OF GEORGIA COUNTY OF FULTON

FORM A: 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]** Corporate Temps 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.

1/2/1762		
EEV/Basic Pilot Program* User Identification Number		
A Munfa		
BY: Authorized Officer of Agent (Insert Contractor Name)		
Pirector		
*Title of Authorized Officer or Agent of Contractor		
Shawn Menefee		
Printed Name of Authorized Officer or Agent	1	
Sworn to and subscribed before me this 18th day of	March,	202/
Notary Public: Asm Ct.	ANNIC AU	11/2
County: _ Gwinnett	E ANTON	13
Commission Expires: 9-6-2022	VBLIO	ONGIA WINNE
	COUNTY G	1110

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of settless" meant my 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.

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ATTACHMENT A SCOPE OF SERVICES AND COMPENSATION

COMPENSATION

POSITION	# OF POSITIONS	EMPLOYEE HOURLY RATES	TEMP AGENCY HOURLY RATES	OVERTIME HOURLY RATES
PROJECT COORDINATOR	3	\$29.07 ea.	\$38.95 ea.	\$58.42 ea.
FILE CLERK	2	\$15.00 ea.	\$20.10 ea.	\$30.15 ea.

The management team at Corporate Temps appreciates your evaluation of our Quote and looks forward to the opportunity to provide stellar **Temporary Staffing Services** to the **Fulton County Government**, **Community Development**.

Legal Authorized Representative

Shawn F. Menefee President, Director and CEO

Corporate Temps, Inc.

Corporate Temps, Inc.'s Quote Proposal to Fulton County Government – COMMUNITY DEVELOPMENT

ATTACHMENT B SERVICE LEVEL AGREEMENT

ATTACHMENT B



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 2021 PAY AND HOLIDAY CALENDAR



January								
Sun	Mon	Mon Tue Wed Thu Fri Sat						
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February							
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	March						
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New Year's Day

Friday

January 1st







Memorial Day Monday May 31st



Juneteenth Independence Day Friday Monday June18th July 5th

HAPPY THE



Labor Day Monday September 6th



Veterans Day Thursday



Thanksgiving Thursday & Friday November 11th November 25th & 26th



Christmas Friday & Monday, December 24th & 27th



New Year's Eve Friday December 31st



EXHIBIT 2 CERTIFICATE OF INSURANCE

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					
Robert L. Pitts 14E1B4AA5F6A44A					
Robert L. Pitts, Chairman Fulton County Board of Commissioners					
ATTEST:	ATTEST:				
Docusigned by: Torya K. Grier					
Tonya R. Grier	Secretary/				
Interim Clerk to the Commission Commission of the Commission of th	by: Assistant Secretary				
(Affix County Seal)	(Affix Corporate Seal)				
APPROVED AS TO FORM:	ATTEST:				
DocuSigned by:					
Office of the County Attorney	Notary Public				
APPROVED AS TO CONTENT:					
	County:				
DocuSigned by:					
Stanley Wilson 5E4D76DFB4A0450	Commission Expires:				
Stanley Wilson Director					
Department of Community Development	(Affix Notary Seal)				
Please select RCS or RM from the checkbox					
RCS	X RM				
	10/05/2021				
ITEM#: RCS: RECESS MEETING	ITEM#: 21-0774 RM: 10/06/2021 REGULAR MEETING				
	ILLUCEAL MEETING				