

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KELLY SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Kelly Services, Inc., an Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **March 25, 2013**, under the **Cooperative Purchasing Agreement with the Department of Administration, the State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Temporary Staffing Services Contract No. ADSPO13-043962**, which is attached hereto as **Exhibit A**. The **Temporary Staff Services** permits its cooperative use by other governmental agencies including the City. The **Cooperative Purchasing Agreement with the Department of Administration** is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. The term of the Cooperative Purchasing Agreement was extended to April 1, 2016 by Amendment No. 5.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- D. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **March 25, 2013**, until the date the contract expires (as amended) on **April 1, 2016**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The original Cooperative Purchasing Agreement, however, may not extend the contract beyond four one-year renewals. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **April 1, 2016**. The City, however, may renew the term of this Agreement for **two one-year periods** until the Cooperative Purchasing Agreement expires in **2018**. Renewals are not automatic and shall occur only if the Cooperative Purchasing Agreement is renewed by the State and the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a **one-year** renewal.
2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit C** hereto.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **two hundred thousand dollars (\$200,000)**.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Non-Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor

to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

“Contractor”

Kelly Services, Inc.,
a Delaware corporation

By: Aimee Sauer

Name: Aimee Sauer

Title: Partnered Staffing Manager


ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Exhibit B

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), together the "Customer", have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Purpose

The State of Arizona is seeking qualified temporary staff to fill a variety of temporary staff augmentation positions. The length of the assignments will vary from one (1) day to several months.

The resulting contract will be available for use by all State Agencies, Boards, Commissions, and/or eligible political divisions. After contracts have been awarded, Contractors should be aware that they are still competing against each other for temporary staffing positions with the Customer.

3. Scope of Services

Contractor shall provide a variety of temporary staff services covering sub-categories similar to those listed under the high-level categories herein.

3.1. Temporary Staff Categories

Under each high-level category identified below, only sample "sub-categories" have been included. Contractor may provide services that fall under one or more of the high-level categories. Attachment III contains the general or minimum job description qualifications for each high-level category.

3.1.1. Accounting

- o Accounting Clerk
- o Bookkeeper
- o Accountant

3.1.2. Administrative/Clerical

- o Receptionist
- o Administrative Assistant
- o Legal Assistant
- o General clerical
- o Clerk
- o Records Management Clerk
- o Tax and Remittance Processor

3.1.3. Call Center

- o Customer Service
- o Market Research
- o Sales
- o Help Desk Analyst
- o Collections

3.1.4. Data Entry

- o Offsite
- o Onsite



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3.1.5. Education

- Elementary School Substitute
- Junior High School Substitute Teacher
- Senior High School Substitute Teacher
- Special Education Substitute Teacher

3.1.6. Insurance

- Claims Specialist
- Worker's Compensation Specialist
- Claims Adjuster

3.1.7. Legal

- Paralegal

3.1.8. Light Industrial

- Assembly
- Assembly Worker
- Precision Assembler
- Machine Tender
- Quality Control Inspector
- Auto Mechanic
- Welder
- Auto Body Painter

Food Services

- Food Service Worker
- Food Service Manager

Maintenance

- General Maintenance Worker
- Building Maintenance Worker
- Painter
- Housekeeper / Laundry
- Groundskeeper
- Janitor/Custodian


Materials Handling

- Inventory Worker
- Pick & Pack Worker
- Shipping / Receiving Worker
- Warehouse Worker
- Vehicle / Equipment Operator

3.1.9. Marketing

- Detailing
- Detailing Representative
- Sales & Promotion
- Sampler
- Demonstrator
- Comparison Shopper
- Trade Shows & Seminars
- Host / Hostess
- Booth Attendant

3.1.10. Medical / Healthcare

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- o Medical Biller
- o Medical Records Clerk
- o Medical Secretary
- o Medical Analyst

3.1.11. Special Expertise

- o Writing Expert (Grant, Policy, Technical, Processes & Procedures)
- o Procurement

3.2. Location of work

All work shall be performed on Customer property. By mutual written consent between the Contractor and the Customer, certain projects may be performed offsite. The majority of the Customers to be served pursuant to this contract are in four (4) distinct parts of the State: Maricopa County, Tucson, Flagstaff and Yuma. Other geographical State areas are allowable under this contract.

3.3. Hours of Work

Work schedules shall be established by the Customer. Most Services will be provided to the requesting agency primarily during normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday.

3.3.1. For the purpose of this contract shifts are defined as follows:

- 1st shift – 6:00 A.M. to 6:00 P.M.
- 2nd shift – 2:00 P.M. to 12:00 A.M.
- 3rd shift – 7:00 P.M. to 6:00 A.M.

3.3.2. Overtime

Overtime shall be defined as any time in excess of forty (40) hours per week. Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable. Weekend work shall not be considered overtime unless in excess of forty (40) hours. The pay rate shall not be more than time and one half for all approved overtime hours.

3.4. Supervision

Contractor's employees shall be supervised by the Customer. The Customer shall have direct control over daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Customer shall be followed at all times.

4. Contractor Requirements

4.1. General Requirements

- 4.1.1. Work Start. No work shall be performed until a Purchase Order has been received from the requesting Customer.
- 4.1.2. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the Customer.
- 4.1.3. Before making a referral of one of its employees, the Contractor shall assure that the employee has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Customer.
- 4.1.4. The Contractor shall assign only those employees that have been thoroughly apprised of working conditions, job duties and hours.
- 4.1.5. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Customer's premises.
- 4.1.6. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer. In the event any such employee fails to adhere to the Customer's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Customer shall notify the



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Contractor who shall replace the employee within two (2) working days at no cost to the Customer (including, but not limited to, training time, background checks, ID badges, drug testing, etc.). This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, cost of finger printing, ID badges, etc. If such items are not returned to the Customer within five (5) working days the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

4.1.7. No charges shall apply to the Customer for employees who fail to complete a minimum of sixteen (16) hours due to dissatisfaction with working conditions, job duties or hours.

4.1.8. Personnel provided by the Contractor shall follow all Customer work policies, procedures, and standards including, but not limited to:

- No smoking, eating, drinking in work area
- Signing in and presenting positive identification upon reporting for duty
- Interacting cordially with the Customer's personnel
- Responding professionally to Customer supervisory personnel
- Adhering to Customer dress code policies
- Parking in Customer assigned locations while reporting for duty
- Following other Customer rules as required
- Breaks and Lunch Schedules

4.1.9. If an employee leaves one Contractor for another Contractor, the Customer may choose to not allow that employee to continue his or her assignment.

4.2. Special Requirements

4.2.1. Invoice – Invoices shall be submitted to the applicable Agency and shall reflect at a minimum, the following:

- Contract or P.O. Number
- The Vendor ID number as defined in ProcureAZ
- Vendor Name
- Bill To
- Temporary Employee Name
- Employee Time sheet

4.2.2. Confidentiality / Non-disclosures

Depending on the hiring Agency, the Contractor's temporary staff shall be required to sign additional Confidentiality or Non-Disclosure Agreements based on assignment prior to the start of work.


4.3. Service Level Requirements

4.3.1. Non-Performance If any assigned employee does not satisfactorily perform any assigned duties, or if the Customer considers any conduct to be detrimental to the Customer's program, the Contractor shall withdraw the employee immediately upon notification. The withdrawn employee shall be replaced. Contractor shall not exceed sixteen (16) normal working hours, two (2) business days, to replace the withdrawn employee at no additional charge (including, but not limited to, training time, background checks, Identification badges, drug testing, etc.) to the Customer. This also applies to any employee that leaves, for any reason, before the assignment is completed.

4.4. Reporting Requirements

4.4.1. Time Sheets

4.4.2. Quarterly Reports (See Section 7 of the Special Terms and Conditions)


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5. Customer responsibilities

For temporary employment requirements

- Customer shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary.
- Any initial Customer requirement such as drug testing, background check, finger printing, and identification badges shall be paid for by the Customer. In the event that the employee needs to be replaced as described in the section above, 4.1.6., these charges shall be reimbursed by the Contractor.
- Customer shall provide temporary staff new employee orientation as required.
- Customer must provide justification when requesting temporary employee changes.

6. Supplementing Products and Services - Products and Services available under the Contract are limited to the high-level categories included herein. If additional Products or Services are required as a supplement to the high-level category, this shall be agreed upon by each party by completing an Amendment to the Agreement. The Product or Service added shall be classified under those high-level categories that were originally awarded. Services in a high-level category that was not originally awarded shall not be supplemented.

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Attachment III – Job Titles and Job Descriptions		
Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B "Method of Approach" on Attachment III.		
3.1.1 - Accounting	Accounting Clerk 1 Entry Level Bill Rate; \$10.61	Duties and qualifications shall include the following at a minimum; copying/coding numbers or other information and filling out forms. Sorting and filing materials (automated filing system). Counting materials, documents or other items. Revising spreadsheets, (inserting and deleting columns and rows) editing and inserting data (labels, figures, formulas) Basic knowledge of Excel, Access, Word. Ability to accurately input date into computer.
3.1.1 – Accounting	Accounting Clerk 1 Mid- level Bill Rate;\$13.98	Additional duties to that of the entry level 1 should include; 3 plus years in a clerk level position, skilled in performing simple mathematical calculations, posting to accounts (payables, receivables, general ledger) Placing collections calls and processing invoices.
3.1.1 Accounting	Accounting Clerk 1 Senior Level Bill Rate: \$15.84	Additional duties to that of the entry level and mid-level accounting clerk 1 should include 5 plus years in a clerk level position.
3.1.1 Accounting	Accountant 1 Entry Level Bill Rate: \$21.12	Duties and qualifications should include Accounting Clerk 1 Senior Level as well as the following at a minimum; sorting and counting money, issuing sales receipts/deposits slips, balancing and reconciling accounts. Determining formulas or calculations, preparing financial entries, determining appropriate account classifications using chart of accounts.
3.1.1 Accounting	Accountant 1 Mid-level Bill Rate: \$23.76	Additional duties to that of the Accountant 1 should include; producing financial and statistical reports from subsidiary ledgers. Preparing checks for payroll or payables. Preparing/issuing invoices, monthly statements or audit confirmations. Skill in preparing tables, graphs and charts. 3+ years experience in a senior accountant role.
3.1.1 Accounting	Accountant 1 Senior Level Bill Rate: 27.76	Additional duties to that of the Accountant 1 entry level and Accountant 1 mid level should include 5 + years experience in a senior accountant role and a Bachelors Degree in Accounting.
3.1.1 Accounting	Bookkeeper Entry Level Bill Rate: \$19.80	Duties and qualifications should include the following at a minimum; knowledge of spreadsheet software; Excel. Knowledge of various accounting functions such as payables, receivables, payroll, 10-key by touch. Enters and verifies transactions in GL accounts and journals, balances books, completes reconciliations.
3.1.1 Accounting	Bookkeeper Mid- Level Bill Rate: \$22.44	Additional duties to that of the entry level bookkeeper should include 2+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records.



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3.1.1 Accounting	Bookkeeper Senior-level Bill Rate: \$25.72	Additional duties to that of the entry level bookkeeper should include 5+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records, including cost accounting, trial balances, and profit and loss statements.
3.1.1 Accounting	Accounts Payable Entry level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; review payable invoices for accuracy, match invoice or purchase order submitted for authorization of purchase, communicate with AP vendors to correct or modify invoices, code payables with correct general ledger codes, enter batches of coded invoices into computer.
3.1.1 Accounting	Accounts Payable Mid-level Bill Rate: \$15.24	Additional duties to that of the Accounts Payable Entry Level should include; updating the sub-ledger to the general ledger, processing manual or computerized checks, researching and resolving variety of customer inquiries regarding account balances.
3.1.1 Accounting	Accounts Payable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Payable Entry Level and Mid Level should include; reconcile month end reports, assign and monitor work of entry level and mid level employees, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Accounts Receivable Entry Level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; demonstrating ten key skills with speed and accuracy, match payments to invoice sent, assign general ledger account codes on payments, file all invoices by customer name, process billing requests, take daily deposit to bank.
3.1.1 Accounting	Accounts Receivable Mid Level Bill Rate: \$15.24	Additional duties to that of the Accounts Receivable Entry Level should include; prepare aged receivables listing with information from sales journal, analyze and reconcile various accounts by researching and identifying error in posting, process remittance information from customer checks, drafts, and wire transfers, verify deposits and prepare documents for posting.
3.1.1 Accounting	Accounts Receivable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Receivable Entry Level and Mid Level should include; assist in performance of internal audit/external audits by compiling information, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Financial Analyst Entry- Level Bill Rate: \$24.48	Duties and qualifications should include at a minimum; developing spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Mid Level Bill Rate: \$32.64	Duties and qualifications should include at a minimum of 3+ years; developing complex spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Senior Level Bill Rate: \$40.74	Additional duties to that of the Financial Analyst Mid Level should include; responsible for tax planning and compliance with all federal, state and local corporate, payroll and other applicable taxes. Ensure reports are filed with the SEC are in compliance with federal regulations. Perform risk analysis. 5+ years as a financial analyst, Bachelors Degree.



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		preparing reports, developing charts, tables, etc., for reports, maintaining library for retrieval / updating of documents, ability to prioritize work, ability to work on more than one task at a time, ability to process records / lists on a PC, ability to utilize multiple software.
3.1.2 – Administrative / Clerical	Administrative Assistant Mid-Level Bill Rate \$14.38	Additional duties and qualifications shall include the Administrative Assistant Entry Level duties and the following at a minimum: Maintaining a system for managing office routine, maintaining office supplies, ability to compose clear, correct sentences, ability to complete general clerical tasks, skill in formatting, editing, inputting and printing documents on a typewriter or PC, skill in using database, spreadsheet, word processing or other software – more than one software. 2 or more years of experience.
3.1.2 – Administrative / Clerical	Administrative Assistant Senior Level Bill Rate \$17.01	Additional duties and qualifications shall include Administrative Assistant Entry and Mid-Level as well as the following at a minimum: Handling administrative detail, producing statistical / numerical material (column layout), following and creating special formats to meet document requirements, ability to adapt quickly to changing conditions, ability to interact with all levels of management, ability to merge documents on a PC. 5 or more years of experience and some college.
3.1.2 – Administrative / Clerical	Executive Assistant Entry Level Bill Rate \$16.01	Additional duties and qualifications shall include Administrative Assistant all levels as well as the following at a minimum: Taking minutes at meetings, handling meeting arrangements, agendas, notifications, etc., training / supervising others, producing material with technical terminology or in a foreign language, producing material with technical terminology or in a foreign language, Sorting and filing material using software (automated filing systems), advanced knowledge of computer software, specialized industry skill or knowledge. Able to work in a professional manner with executives from a variety of business and social backgrounds.
3.1.2 – Administrative / Clerical	Executive Assistant Mid- Level Bill Rate \$17.98	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level as well as the following at a minimum: 2 or more years of experience, some college experience.
3.1.2 – Administrative / Clerical	Executive Assistant Senior Level Bill Rate \$20.08	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level and Mid-Level as well as the following at a minimum: 5 or more years of experience and a college degree.
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, ability to communicate and record information accurately, ability to question others to determine specific needs, ability to deal with people patiently, ability to proofread and correct errors, receive and place telephone calls, fill out and verify information on forms or records, proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.



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3.1.3 – Call Center	Customer Service Inbound Entry level Bill Rate \$ 11.67	Additional duties and qualifications shall include the following at a minimum: Receiving customer inquiries about a product or service, providing information to callers regarding a product or service recording and confirming customer orders, complaints or service information, direct calls for further problem resolution, skill in inputting and accessing information on paper, PC or CRT, skill in using database, data entry or single windows software.
3.1.3 – Call Center	Customer Service Inbound Mid level Bill Rate \$ 14.48	Additional duties and qualifications shall include Customer Service Entry Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Inbound Senior level Bill Rate \$16.98	Additional duties and qualifications shall include Customer Service Entry Level, Mid Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 5 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Entry Level Bill Rate \$ 11.77	Additional duties and qualifications shall include the following at a minimum: Place outbound calls, gather account status information, and gather customer complaint information, direct calls for further problem resolution.
3.1.3 – Call Center	Customer Service Outbound Mid-Level Bill Rate \$ 13.08	Additional duties and qualifications shall include Customer Service Outbound Entry Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Senior-Level Bill Rate \$ 15.70	Additional duties and qualifications shall include Customer Service Outbound Entry Level and Mid-Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 5 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Entry Level Bill Rate \$ 11.43	Additional duties and qualifications shall include the following at a minimum: Receive incoming calls resulting from mass mailings or product demonstration, gather information about caller's experience and/or opinion of product or service, ability to lead, teach, guide, motivate team.
3.1.3 – Call Center	Market Research Inbound Mid- Level Bill Rate \$13.97	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 2 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Senior Level Bill Rate \$16.51	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 5 or more years of experience.