

RESOLUTION 2013 - *Db*



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
STAFFING AGREEMENT FOR  
TEMPORARY/CONTRACT STAFFING ASSOCIATES**

**WHEREAS**, the City of Sunnyside is in need of temporary assistance due to staffing levels and reorganization; and

**WHEREAS**, Express Employment Professionals has the capability of providing temporary/contract staffing associates to assist with the City's needs; and

**WHEREAS**, the City Council finds and determines that an agreement for such services should be approved for services rendered commencing on or after January 29, 2013 and terminating on December 31, 2013; and

**WHEREAS**, the 2013 Budget contains funds for such services for the period of January 29, 2013 through December 31, 2013; and

**WHEREAS**, the City Council finds and determines that such approval is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** The Staffing Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Express Employment Professionals, is hereby approved; and the Interim City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

**SECTION 2.** That this Resolution shall be effective upon passage, approval and signatures hereon as required by law.

**PASSED** this 28<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
MIKE FARMER, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, LLP  
Attorneys for the City of Sunnyside



## 2013 Pricing Schedule

1. JOB DESCRIPTION Express temporary associates assigned to the Client under this Agreement shall be qualified to perform the following work:

**Administrative Assistant:**

Duties will include various general office tasks including, but not limited to: phone coverage, data entry, filing, etc.

2. COMPENSATION: The following are the bill rates for each temporary associate category to be utilized by the Client.

Job Classification	Code Classification	Pay Rate	Bill Rate
Administrative Assistant	7105	\$12.40/hr.	\$18.21/hr.

**The above bill rates include:**

- a. Temporary Associate Pay Rate
- b. Employer FICA Contribution
- c. Employer Federal and State Unemployment Contributions
- d. Workers' Compensation, Fidelity and Liability Insurance
- e. National Database Criminal Background Check
- f. 5 Panel Drug Screen
- g. I-9 Verification through e-verify

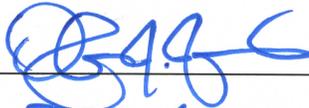
3. In addition to the above bill rates, the Client agrees to pay Express Employment the following: N/A

4. **SPECIAL CONSIDERATIONS:** The City of Sunnyside is utilizing workers from Express Employment Professionals of Yakima as a temporary labor force and offers no promise of permanent employment. However, if The City of Sunnyside did decide to hire any workers from Express Employment Professionals of Yakima, they may do so at any time. As long as their invoices are current, City of Sunnyside will be billed a transfer fee only in the event that the Associate has worked less than 625 hours. The transfer fee will be adjusted downward for each hour less than the required 625 hours for a transfer at no charge.

CITY OF SUNNYSIDE

EXPRESS EMPLOYMENT PROFESSIONALS

BY: \_\_\_\_\_

BY: 

PRINT: Frank A. Sweet

PRINT: DOUG JONES

DATE: \_\_\_\_\_, 2013

DATE: JANUARY 24, 2013



# Staffing Agreement

Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), makes it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations.
3. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance policies to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll. You agree, for a period of 180 days from the date of introduction, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
11. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: City of Sunnyside Date \_\_\_\_\_

Agent's Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

Agent's Signature \_\_\_\_\_