

RESOLUTION 2012 - 38

ORIGINAL

**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 May 15, 2012 and terminating on December 31, 2012; and

**WHEREAS**, the 2012 Budget contains funds for such services for the period of May 15, 2012 through December 31, 2012; 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.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 14<sup>th</sup> day of May, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP  
Attorneys for the City of Sunnyside



### **Staffing Agreement**

Express Employment Professionals is providing temporary/contract staffing associates to perform services for you in consideration of your agreement to the following terms and conditions:

1. We hire associates as our employees. We provide all wages, taxes, withholding, benefits, workers compensation and insurance our employees. We will, at the client's written request, conduct criminal history and drug screen tests as permitted by law.
2. We comply with all applicable Federal, State, and Local employment laws and regulations, including the Equal Employment Opportunity Act and Fair Labor Standards Act. We will indemnify and hold you harmless from any claims of damages caused by our non-compliance with any such laws. You agree not to discriminate against any Express associate regarding treatment of his/her assignments, pay, working conditions, or releases and to provide all Express associates with a suitable workplace that complies with applicable equal opportunity laws.
3. We will recruit, screen, hire, and place associates qualified to meet your specifications. You agree to notify us of any changes in the duties or workplace of our associate(s) from those originally specified by you. You will supervise, direct, and control the work performed by our associates. You are responsible for all operational results, including, physical loss or damage to machinery, equipment, materials, data or other property in the care, custody, or control of an Express associate, and bodily injury (except for bodily injury to the associates covered by workers' compensation) unless caused by the willful misconduct of our associate(s).
4. We provide associates to perform the duties specified by you. We are not present to direct the work. We cannot be responsible for, and you agree to indemnify and hold us harmless for losses or damage from work performed by associates in a reasonably prudent manner, as instructed by you, or losses resulting from misconduct or negligence by you. You agree on behalf of your insurer(s) to waive all right of recovery (subrogation) against us.
5. We can provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required if notified prior to assignment. We must know this to assign associates who are qualified to meet your specifications. During an assignment, if you permit our associate to operate 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, unless caused by the intentional misconduct of our associate.

EXHIBIT "A"

6. We bond each of our associates. If you entrust our associates with unattended premises or with the care, custody, or control of cash, checks, credit card numbers, negotiables, confidential information or trade secrets, or other valuable property, then you must indemnify and hold us harmless from any resulting loss or damage. Any claims made under Express' fidelity bond must be made in writing by the client within ten (10) days of the occurrence.
7. We provide a safety orientation to each of our associates. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable laws concerning occupational safety, health, disability discrimination, and sexual harassment. You indemnify us for any claims for violation of employment laws due to the misconduct of your employees.
8. We offer an evaluation hire program that allows you to hire our associates after a pre-determined period of time or for an agreed upon fee. You must notify us of your intention to hire an associate to establish an evaluation hire period or fee. If you hire our associate or use the associate through another staffing firm within one (1) year of the associate's last day on assignment, you agree to pay a payroll transfer fee of 1% per \$1,000.00 (not to exceed 30%) of the associate's annual compensation, unless otherwise agreed to by us. (Example: \$20,000 annual compensation equates to a 20% transfer fee)
9. We pay our 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 (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).

Express Employment Rep. Signature

Authorized Company Rep. Signature

Annette Hangartner \_\_\_\_\_

\_\_\_\_\_

Printed Name

Date

Printed Name

Date