



City of Grand Island

Tuesday, January 12, 2010

Council Session

Item G19

#2010-17 - Approving Contract for Temporary Help

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: January 12, 2010

Subject: Approving Contract for Temporary Help

Item #'s: G-19

Presenter(s): Mary Lou Brown, Finance Director

Background

The contract presented to Council allows for the hiring of a temporary person to assist with meter reading. Three quotes were obtained from various temporary agencies even though it is not expected that the \$7,500.00 limit will be reached. The lowest quote was received from Advance Services, Inc. Because the temporary agency requires a written contract, this matter is being submitted to Council for approval. Administration has approved the use of a temporary employee.

Discussion

The meter reading group has been down one position since the end of September 2009 when one employee left employment with the City. Another employee will be off work for several weeks, beginning the week of January 11, 2010. In addition, the current weather has made it difficult to complete the meter reading as scheduled.

During the 90 days that we have been operating without a full staff, staffing alternatives have been reviewed and it has been determined that the full-time opening will be replaced with a permanent part-time position. A requisition has been opened to fill that position. The temporary person will work until such time as the requisition has been filled.

The expense related to the temporary employee will be charged to utilities similar to the salaries for the other meter readers.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Contract with Advance Services, Inc for the hiring of a temporary position.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the employment contract with Advance Services, Inc.

Sample Motion

Move to approve the employment agreement with Advance Services, Inc.



December 23, 2009

City of Grand Island
Attn: Amy Hall
100 E 1st St
Grand Island NE 68801

RE: Services Agreement

We are pleased that the City of Grand Island has given Advance Services, Inc. (AS, Inc.) the opportunity to provide bill rates for supplemental staffing services (seasonal, full-time, temp, temp-to-hire). We will provide the bottom-line results you are seeking in light of your rapidly growing and progressive company. You can be confident that you have selected staffing professionals who will serve both your immediate and future needs.

Advance Services, Inc. does not believe in a “one size fits all” approach to customer service. We provide each of our customers with the most competitive rates in the industry. As previously discussed, the starting Pay Rate for all new employees is determined by you. Our Bill Rate to you is based on a markup percentage.

Bill Rate Proposal: 43%

Example: a \$11.00/Hr Pay Rate X 1.43% would equal \$15.73/Hr Bill Rate

Our Bill Rate covers all up-front advertising and recruiting costs, workers’ compensation insurance, unemployment insurance, employer liability insurance, employee benefits as well as FICA, FUTA and SUTA. AS, Inc.’s employees are paid an overtime rate of one and one-half their regular hourly rate with the overtime Bill Rate adjusted accordingly.

This Bill Rate also takes into account the following:

1. Client agrees with AS, Inc. in its aggressive injury prevention program and our “zero tolerance for unsafe work acts” program.
2. Client agrees that all AS, Inc. employees will be required to complete a comprehensive on-site safety orientation administered by qualified personnel-in particular, information not included in the AS, Inc. safety orientation.
 - A. Client agrees to provide a work environment for all AS, Inc. employees that is free of harassment or intimidation, and that all harassing or intimidating acts of any kind will promptly be remedied by Client.
 - B. Client agrees that AS, Inc. employees should only operate a forklift and/or other machinery

- which the employee has been trained and/or certified to operate
- which is in proper working order
- which the employee is authorized to operate

For your protection, AS, Inc. maintains workers' compensation insurance for all of its employees assigned to your Company.

Billing to your Company will be weekly and payment is due upon receipt unless prior arrangements are made by contacting our Accounting Department in Norfolk, Nebraska at (402) 371-5733. Once you receive an AS, Inc. Invoice, review it to make sure you agree with it. You must promptly notify us if there are any problems with your Invoice, otherwise we will assume the amount due is accurate. Both parties agree to handle any and all disputes through mitigation. Balances unpaid for over thirty (30) days will be charged an interest rate of 0% per month and we will expect you to cover any costs associated with our collection efforts.

To accommodate your scheduling needs, we do not require that you commit to use any of our employees for any certain length of time. Similarly, there is no mandatory "rollover" date, giving you the flexibility to use our employees for as long as circumstances warrant. In the event you decide to hire an AS, Inc. employee on to your payroll, we require only the following: No AS, Inc. employee assigned the City of Grand Island can be hired by you or an affiliate company until they have completed six weeks on assignment. If our employee has worked for you while on our payroll for six weeks, you may hire them at your discretion with no additional fees.

If you wish to hire an AS, Inc. employee *before* the six weeks, payment equal to 15% of that employee's projected first year wages with your Company will be billed to you unless prior arrangements have been made.

If you allow another staffing firm to "take over" or place our employees within 6 months after their last day on assignment, a payment equal to 15% of that employee's projected first year wages through the competing staffing firm will be required.

Should you have any questions about this Service Agreement or proposed Bill Rate, please don't hesitate to call me personally at 402-631-9212. We appreciate and welcome the opportunity for Advance Services, Inc. to serve the City of Grand Island and we look forward to working with you.

Tina Oswald, Regional Sales Manager, AS, Inc.

Date_____

[Corporate Client Representative, Position]

Date_____

RESOLUTION 2010-17

WHEREAS, Administration has approved the use of a temporary meter reader; and

WHEREAS, the temporary agency requires a written contract with the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

The Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between Advance Services, Inc. to provide a temporary employee for meter reading.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with Advance Services, Inc. on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 12, 2010.

Peg Gilbert, Council President

Attest:

RaNae Edwards, City Clerk