

City of Scottsbluff, Nebraska

Monday, March 3, 2014

Regular Meeting

Item Reports1

Council to consider approval of an agreement with Advance Services, Inc. for the hiring of a temporary person for scanning utility information into the new software and authorize the Mayor to sign the agreement.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: **March 3, 2014**

AGENDA TITLE: Approval of agreement with Advance Services, Inc. for the hiring of a temporary person for scanning utility information into the new software.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: With the new software, the plan had been to scan current file information into the new software when we had a chance to. However, there have been additional employees added and/or moved to City Hall offices since we moved here and office space is tight. The latest move of the stormwater specialist workspace to City Hall has led to the decision to locate both administrative services assistants (job share positions) into an office space that currently houses one administrative services assistant and all of the utility file cabinets. We are hoping to get the information scanned and the file cabinets out of that space as quickly as possible so that we're ready once the second administrative services assistant is hired. The pay for this temporary position was set at \$8.40 an hour and the markup to Advance Services, Inc. results in a cost to the City of \$12.18 an hour. We will ask the person to work approximately 30 hours a week until the job is done. Rough estimate on job completion is 4 to 6 weeks. This person's sole responsibility will be scanning.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ agreement _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk



CLIENT CREDIT AGREEMENT

THE PARTIES TO THIS CLIENT CREDIT AGREEMENT ("Agreement") are Advance Services, Inc. including its parent and affiliated organizations, its past and present officers, directors and agents (collectively referred to below as "Advance") and **City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361** (referred to below as "Client"). Client has asked Advance to supplement Client's workforce with Advance's employees, and Advance has agreed to do so. The following terms will bind Advance and Client with regard to each and every Advance employee Advance assigns to Client:

Advance promises Client it will...

In order to provide the staffing industry's highest level of customer service, Advance promises:

1.1. that it will comply with all applicable labor and employment laws, including specifically all applicable equal-employment and anti-discrimination laws.

1.2. to comply with all applicable laws governing employment-related screening and employment background checks. Advance specifically promises to assign its employees to Client only after they have successfully undergone screening and/or employment verification background checks by Advance.

* In the event Client requires a Criminal background check, Advance will conduct the Criminal Search, will continue to comply with all applicable laws governing employment-related Criminal background screenings and only the direct cost will be invoiced back to Client*

1.3. to comply with all applicable employment eligibility verification laws. Advance specifically promises to only employ those individuals who satisfy their Form I-9 obligations.

1.4. to comply with all applicable workplace health and safety laws.

1.5. to comply with all applicable wage-payment and employment-related benefits laws. Advance specifically promises that it will properly compensate each of its employees for all of the work they record while on assignment with Client and to pay/withhold any related payroll taxes.

1.6. that it will maintain proper workers' compensation insurance for all its employees at all times.

1.7. to comply with all applicable record-keeping laws and to allow reasonable audits of its records by Client.

1.8. to properly manage its employees on assignment with Client, and to discipline and discharge them, as appropriate, at its sole discretion.

1.9. to maintain the following insurance coverage, with carriers ranked "A-" and above, throughout the course of its relationship with Client:

- a) Comprehensive General Liability – \$1,000,000 per occurrence.
- b) Workers' compensation insurance covering all Workers of Advance engaged in performing the Services required by this Agreement and as required by state law.
- c) Professional Liability / Errors & Omissions - \$1,000,000 per occurrence.
- d) Auto Liability - \$1,000,000 per occurrence.
- e) Umbrella/Excess Liability - \$20,000,000 per occurrence.

1.10. that it will indemnify and hold Client harmless from any adverse judgment entered against Client resulting solely from Advance's failure to satisfy its obligations under this Agreement.

Client promises Advance it will...

In order to ensure a healthy relationship with Advance and its employees on assignment, Client promises:

- 2.1. that it will comply with all applicable labor and employment laws, including specifically all applicable equal-employment and anti-discrimination laws.
- 2.2. that it will pay Advance for services in accordance with the rates and fees contained in Schedule A of the Client Specifications Section or in purchase orders issued by Client for various additional job classifications at rates to be agreed upon. Client agrees that pricing may be adjusted by Advance annually and, additionally, may be adjusted to reflect increases in wage and/or related tax, benefit, and other costs as the result of any legislative change, agency guidance or determination, order or action by or under any applicable governmental authority, insurance, or benefit program (including, but not limited to, increases in costs for Advance to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. Advance may also adjust pricing for changes in sales, use, or gross receipts taxes. Client understands that invoices are due **Net 30 days from date of Invoice** and that it will pay 1.5% interest per month to Advance on balances unpaid after 30 days. (Questions regarding Advance's invoices or billing policies should be directed to Advance's Credit Department at 605.242.5220.)
- 2.3. to comply with all applicable workplace health and safety laws. Client specifically promises to properly train all Advance employees assigned to Client.
- 2.4. provide Advance with an accurate record of the amount of time each Advance employee spends working on each day of his/her assignment with Client.
- 2.5. (A) to provide appropriate first-aid/emergency care to Advance employees who suffer on-the-job injuries; and (B) to make reasonable efforts to accommodate any Advance employee who cannot otherwise perform the marginal functions of his/her job following a work-related injury.
- 2.6. not to hire any of Advance's employees assigned to Client unless and until those employees have worked on assignment with Client for at least 90 days through Advance. If Client hires an Advance employee before that employee has completed 90 days on assignment with Client, Client shall pay Advance a fee equal to 15% of that employee's projected first year wages with Client. If Client permits another staffing firm to assign a former Advance employee to Client within 90 days from the end of their assignment, Client shall pay Advance a fee equal to 15% of that employee's projected first year wages on assignment with Client. (In either instance, "employee's projected first year wages" are calculated by multiplying the employee's hourly rate of pay at the time of hire by 2080 hours).
- 2.7. that if it allows any Advance employee to operate any motorized vehicle or other equipment, it will indemnify and hold Advance harmless from any and all losses, claims, damages, or liabilities arising as a result.
- 2.8. it will indemnify and hold Advance harmless from any adverse judgment entered against Advance resulting solely from Client's failure to satisfy its obligations under this Agreement.

General Terms

- 3.1. This Agreement shall be governed by and enforced in accordance with the laws of the State of Nebraska.
- 3.2. Advance shall act in its own capacity as an independent contractor under this Agreement; nothing in this Agreement makes Advance an agent or partner of Client.
- 3.3. Neither Advance nor Client may assign any part of this Agreement without prior written consent of the other.
- 3.4. No failure or delay by either Advance or Client to exercise a right or privilege hereunder shall operate as a waiver thereof.
- 3.5. This Agreement constitutes the full and complete understanding and agreement between Advance and Client relating to Advance's supplementation of Client's workforce. All prior negotiations, representations, agreements and understandings between the parties with respect thereto are merged into, extinguished by and superseded by the terms of this Agreement.
- 3.6. Any modification of this Agreement must be in writing and signed by both Advance and Client.
- 3.7. Advance or Client may terminate this Agreement with 30 days written notice. Advance's obligations in 1.5, 1.6, 1.7, 1.10, and Client's obligations in 2.2, 2.6, 2.7, 2.8 shall survive the termination of this Agreement.

Client Specifications Section

City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361

SCHEDULE A

BILLING: The "Bill Rate" discussed in Paragraph 2.2 of this Agreement is as follows:*

Bill Rate Proposal 1.45

Example: A \$8.40 Hourly Pay Rate x 1.45 Bill Rate Proposal calculates to a \$12.18 Hourly Bill Rate

* Advance will invoice Client for personal protective equipment and other expenses incurred under this Agreement including travel expenses if Advance employees are required to travel. Overtime will be billed at 1.5 times the bill rate.

ADVANCE SERVICES, INC.

CLIENT

By: Jacque Landis
Signature

By: _____
Signature

Office Manager
Title

Title

02/21/14
Date

Date

Scottsbluff
Branch