



Memorandum

TO: Mayor Manier and City Council
FROM: Ray Forsythe, City Administrator *RPF*
DATE: August 30, 2019
SUBJECT: Temporary Employment Agreement

At the Committee of the Whole Meeting on August 12th I presented the option of utilizing a Staffing Agency for the purpose of hiring a temporary Executive Administrative Assistant. The Council recommended approval to move forward. Staff is now recommending using Express Employment Professionals and attached to this Memorandum is a Cover Letter, Service Rate Information Sheet and a Staffing Agreement.

We have funds available to cover the costs of the employee and agency. I am requesting approval to enter into the Staffing Agreement with Express Employment Professionals for the balance of this fiscal year.

Temporary position proposed	
33 weeks remaining in FY	33.00
40 hours per week	40.00
\$33.35 per hour charge (max)	33.35
Total cost for FY19-20	<u>44,022.00</u>
Accountant budgeted for F-T	80,199.00
Health Insurance	23,804.00
Total budgeted	<u>104,003.00</u>
Accountant works 25 hrs/week	<u>44,954.00</u>
Savings compared to budget	<u>59,049.00</u>

We will use this time to evaluate the needs of the City Administrator, Department Heads and City Clerk and the number of hours required. The Agreement with Express will allow flexibility on the number of hours per week and allow us to find a suitable employee.

111 North Prospect Road

Chicago, IL 60610

Phone: (773) 344-1111

Fax: (773) 344-1112

www.expresspros.com

August 30, 2019

Mr. Ray Forsythe
City Administrator – City of Washington
301 Walnut Street
Washington, IL 61571

Dear Ray:

Thank you for visiting with me about your staffing needs and how Express Employment Professionals might be of assistance to you. Part of our dedication to providing quality service is to determine your organization's specific staffing requirements. I believe that our conversation helped to accomplish that goal.

We are very interested in working with you and would be pleased to assist you in securing an Executive Administrative Assistant for the City.

We realize that only you can determine your specific needs and expectations when working with us. For that reason, we are able to customize our services to meet your unique requirements. Attached please find Service Rate Information, Staffing Agreement and New Account Information.

We are confident that you will be satisfied with the quality and dependability of our associates and look forward to working with you, your team and the Council.

Sincerely,



Cindy Neal, CSP
EXPRESS EMPLOYMENT PROFESSIONALS

Attachments

SERVICE RATE INFORMATION

Company Name: City of Washington

Date: August 30, 2019

Job Title	Hourly Service Rate
Executive Administrative Assistant	\$29.00 - \$33.35

Your service rate includes Express Employment Professionals absorption of the following expenses:

- Advertising and Recruiting
- Bonding of Employees
- Verification of Authorization to Work in the United States
- Reference Checks
- In-depth Interview
- Appropriate Skills Assessment
- Workers' Compensation Insurance
- Payroll Administration
- Option for Drug Testing
- Option for Background Checks
- General Liability Insurance
- Federal/State Unemployment Taxes
- Social Security—Employer's Portion
- Medicare—Employer's Portion
- Associate Benefits (if any)

EVALUATION HIRE

We offer an evaluation hire program that allows you to hire our associates after a predetermined period 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.

See the staffing agreement for the actual terms of our Evaluation Hire Program.

The parties acknowledge that they have entered a staffing agreement dated _____. In the event of any inconsistency or conflict between any provision of this Service Rate Information sheet and the Staffing Agreement, the provisions of the Staffing Agreement shall supersede govern and control.

This quote covers flexible and evaluation hire assignments. The associate is on Express' payroll for the first 720 hours and can be transitioned to your payroll after that time without a transition fee. If you choose to hire prior to the completion of 720 hours, the following prorated fee schedules apply:

Term on Assignment (Hour worked)	Fee Schedule
Up to 250 Hours	20% of Annual Salary
251 – 520 Hours	10% of Annual Salary
521 – 719 Hours	5% of Annual Salary
720 Hours or more	No Transfer Fee

We look forward to working with you!

Express Employment Professionals

Client

Print Name: Cindy Neal

Print Name: _____

Date: _____

Date: _____

This quote is valid for 6 months from date of signature.



Staffing Agreement

Office Number and Location:

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make 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. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (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).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
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.
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 defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment 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 mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. 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.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. 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.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, 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.

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

Company: _____ Date: _____

Agent's Name (please print): _____ Title: _____

Agent's Signature: _____