

**STAFFING AGREEMENT BETWEEN
SELECT TECHNICAL STAFFING INC., CITY OF WEST ALLIS**

AGREEMENT made, effective as of 8/2/2017, by and between Select Technical Staffing, Inc., 1025 S. 108th St., West Allis, WI 53214 and City of West Allis, 7525 W Greenfield Avenue, West Allis, WI 53214.

1. Select Technical Staffing, Inc. is engaged in the business of providing temporary help and related services.
2. City of West Allis wishes to contract with Select Technical Staffing, Inc. to provide temporary help for City of West Allis
3. Select Technical Staffing; Inc. desires to be a provider of temporary help and related services for City of West Allis Therefore, in consideration of the above recitals, and of the terms and covenants of this agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

SERVICES

4. **Scope of Work:** Select Technical Staffing, Inc. shall provide to City of West Allis "Temporary Workers" as requested. In doing so, Select Technical Staffing shall provide its best efforts to advertise for and interview potentially qualified candidates and/or refer candidates Select Technical Staffing has available. However, Select Technical Staffing cannot guarantee the availability of qualified candidates to fill every City of West Allis needs in all cases and nothing herein shall be construed to provide such a guarantee.
5. **Selection and Background Checks:** Select Technical Staffing, Inc. shall recruit, interview, and screen Temporary Workers to be assigned to City of West Allis. Because City of West Allis shall control the temporary worker's activities at work, and be responsible for the appropriate training, Select Technical Staffing is not responsible to compensate City of West Allis for damage, injury, or OSHA or other legal violation, which might be caused by a temporary worker through negligence or otherwise.
6. **Payroll:** Select Technical Staffing, Inc. agrees to assume full responsibility for paying Temporary Workers, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and worker's compensation proceedings involving Temporary Workers, except as provided in Section 14. Temporary Workers shall not be treated as employees of City of West Allis for purposes of holidays, vacations, disability, insurance, pensions, or other employee benefits offered or provided by City of West Allis However, if by operation of labor law or a labor contract entered into by City of West Allis with a labor organization (union), either City of West Allis or Select Technical Staffing, Inc. become responsible for payment of additional benefits or compensation above and beyond that which City of West Allis and Select Technical Staffing, Inc. have agreed, City of West Allis shall indemnify and hold harmless Select Technical Staffing, Inc. for any and all additional compensation or benefits that either party is obligated to pay, unless Select Technical Staffing, Inc. agrees in advance to assume responsibility for some or all of these benefits. Therefore, City of West Allis should inform Select Technical Staffing, Inc. of any union organizing effort, labor contracts, or negotiations that may affect the employment of temporary workers.
7. **Worker's Compensation Insurance Coverage:** Select Technical Staffing, Inc. shall provide worker's compensation insurance coverage for the Temporary Workers in accordance with applicable law. For purposes of worker's compensation insurance, paragraph 6 shall not be construed to waive the exclusive remedy protection afforded to City of West Allis by Wisconsin worker's compensation statute 102.29(6). A temporary worker who suffers a work related injury covered by worker's compensation, shall be compensated through the Select Technical Staffing, Inc. workers compensation insurance policy, and shall not have a separate claim against City of West Allis.

8. **City of West Allis Discretion:** City of West Allis has sole discretion to reject or discontinue the services of any Temporary Worker at any time under any circumstances allowed by law or regulation. Additionally, this agreement shall in no way be construed to restrict freedom to enter into agreement with any other agency or person for providing services similar or identical to those services governed by this agreement. This agreement shall in no way be construed to require City of West Allis to use Select Technical Staffing's services. However, if City of West Allis hires any employee referred to City of West Allis by Select Technical Staffing, Inc. or uses the services of that employee, City of West Allis shall be responsible for payment to Select Technical Staffing, Inc. in accordance with this staffing agreement.

COMPENSATION

9. **Regular Billing Rates:** For costs expended by Select Technical Staffing, Inc. in providing Temporary Workers under and pursuant to this agreement, Select Technical Staffing, Inc. shall be paid an amount equal to 1.5 times the Temporary Worker's hourly wage for each hour the Temporary Worker actually works up to forty (40) hours per week.

$$\text{Regular Billing Rate} = 1.50 \times \text{Hourly Wage}$$

10. **Overtime Billing Rates:** City of West Allis agrees to pay Select Technical Staffing, Inc. an amount equal to 1.50 times the Regular Billing Rate for each hour any Temporary Worker works in excess of forty (40) per week.

$$\text{Overtime Billing Rate} = 1.50 \times \text{Regular Billing Rate}$$

11. **Payment for Select Technical Staffing, Inc.:** Select Technical Staffing, Inc. will invoice City of West Allis weekly for services provided in accordance with this agreement. Payment shall be due "net 30 days" from the date of the invoice and is subject to all other terms and conditions, as Select Technical Staffing may impose from time-to-time, on each invoice. In the event that a portion of any invoice is disputed, the undisputed portion shall be paid. If City of West Allis disputes any portion of an invoice, that dispute must be made known by mailing written notice to Select Technical Staffing, Inc. within 30 days from the date of the invoice. However, City of West Allis is encouraged to bring questions or possible errors to the attention of Select Technical Staffing, Inc. as soon as possible after receipt of an invoice. If a disputed invoice is not resolved and written notice of the dispute is not provided by City of West Allis within 30 days of the invoice, the dispute shall be waived and the amount of the invoice shall be paid in full.

12. **Payroll Transfers:** Select Technical Staffing, Inc. agrees that any Temporary Worker may be hired without cost by City of West Allis at their sole discretion at any time after the Select Technical Staffing Temporary Worker has performed services at City of West Allis for 750 hours; provided, however, that City of West Allis is current on its account with Select Technical Staffing and during the previous 6 months has not had an invoice exceed 90 days unpaid.

If City of West Allis hires or otherwise uses the services of any Select Technical Staffing Temporary Worker; except through Select Technical Staffing, at any time prior to completion of 750 hours for City of West Allis, agrees to pay Select Technical Staffing Inc., as a placement fee 20% of the Temporary Worker's annualized compensation. This fee may be prorated, at Select Technical Staffing, Inc.'s discretion, with credit given for time worked by the Temporary Worker while employed by Select Technical Staffing, Inc.

INDEPENDENT CONTRACTOR

13. The status of Select Technical Staffing is that of an independent contractor and not of an agent or employee of City of West Allis and as such, Select Technical Staffing shall not have the right or power to enter into any contracts, agreements or other commitments on behalf of City of West Allis

INDEMNIFICATION

14. Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses or judgments, including attorney fees, arising from its illegal or negligent acts. City of West Allis agrees to indemnify and hold harmless Select Technical Staffing, Inc. for any payments, including amounts due to Select Technical Staffing, Inc.'s employees under the Worker's Compensation Act for injuries resulting from violations

of the Occupational Safety and Health Act that City of West Allis created or allowed to exist within its working environment. This clause does not affect, and in no way constitutes a waiver of the protection of either party under the worker's compensation exclusive remedy provisions contained in Chapter 102 of the Wisconsin Statutes.

15. Select Technical Staffing, Inc. is an Equal Opportunity Employer, and as such, may provide City of West Allis with employees who have legally protected characteristics. City of West Allis is free to decline the services of a temporary worker, or cancel the services of the temporary worker at anytime for any reason, or no reason at all. It is understood that temporary staffing services such as Select Technical Staffing, Inc. cannot prevent temporary workers from pursuing legal actions. Select Technical Staffing, Inc. works hard to provide employment opportunities for temporary workers and to address concerns of its City of West Allis and temporary workers to minimize disputes and/or legal actions. Select Technical Staffing, Inc. will take reasonable steps to prevent or minimize its legal exposure and that of City of West Allis. In the event a temporary worker or City of West Allis employee files a claim for any type of employment discrimination law violation arising out of an employment action within City of West Allis control, City of West Allis agrees to fully indemnify, hold harmless, and defend Select Technical Staffing, Inc. for any and all such claims.

16. No provision of this agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. This agreement shall not be interpreted to the benefit of either party based upon the identity of the drafter.

17. Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.90 or any other statutory provision. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contributions or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

DURATION AND TERMINATION

18. This agreement shall become effective as of the date stated above and shall be for an initial two -year term and shall automatically be renewed for successive two-year terms until such time as either party gives thirty (30) days written notice of termination or modification of the terms of this agreement including a change in the Regular and Overtime Billing Rates.

This agreement shall terminate at the end of this thirty (30) day notice. Notwithstanding the above clause, Select Technical Staffing, Inc. reserves the right to terminate this agreement at any time after the date of inception if within thirty (30) days from the date of an invoice; City of West Allis has not tendered payment of the undisputed portion of its outstanding balance in full.

Termination of this agreement shall not affect Select Technical Staffing, Inc.'s right to collect all payments due up to and including the date of termination.

19. To the extent necessary to provide both parties with the full and complete benefit of this agreement, the provisions in paragraph 14 shall survive any termination or expiration of this agreement.

IN WITNESS WHEREOF, this agreement has been duly executed by Select Technical Staffing, Inc. and City of West Allis on the dates set forth below.

SELECT TECHNICAL STAFFING, INC.

By: David P. Balistreri

Its: PRESIDENT

Date: 8/2/17

CITY OF WEST ALLIS

By: 

Its: Director of Public Works/City Engineer

Date: 8/8/2017

By: Scott Post

City Attorney
As to ~~Content, Form, and Execution~~

Date: 8-8-2017