

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285
HR@scottcountyiowa.com



Date: July 10, 2020
To: Mahesh Sharma, County Administrator
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Tammy Speidel, FSS Director
Subject: Temporary Staffing

On June 11, 2020 we discussed with the Board of Supervisors a plan to have temporary staff serve as greeters at the front entrance to the Administration Center and County General Store. The request came from the committee that is reviewing needs related to the reopening of the building. This committee has been facilitated by us and includes Mike Fennelly and Barb Vance from Treasurer's office (1st floor representatives), Nicole Uthoff from DHS (2nd & 3rd floor representative), Lori Elam and Cheri Sexton from Community Services (4th floor representatives), Rita Vargas and Sara Skelton from Recorder's office (5th floor representatives) and David Farmer (6th floor representative).

The role of the temporary staff has been to assure that individuals have an appointment with a department, offer face coverings and ask simple screening questions to minimize those with COVID-19 symptoms from conducting business in the building. The temporary staff also assures that county staff can be focused on performing duties related to customer service in their assigned duties.

In June we said we would return to the Board of Supervisors if we thought the costs might exceed \$15,000. As COVID-19 cases have not reduced in the community, the concierge modifications to the elevator are not complete, and the Sheriff's office is currently requesting a similar staffing at the entrance to the courthouse, we anticipate a continued need for these positions.

As such, we're requesting formal approval of the temporary staffing contract with Riverside Staffing for up to three temporary staff at the entry points of the Administrative Center, County General Store and Courthouse.

RIVERSIDE STAFFING SERVICES, INC. STAFFING AGREEMENT

Parties “You”, “your”, and “yours” refer to _____ and include your affiliates. “We”, “Us”, “our”, and “ours” refers to Riverside Staffing Services, Inc., an Iowa corporation, with a principal business office at Paul Revere Square, 2322 E. Kimberly Road, Suite 20 South, Davenport, Iowa 52807.

Staffing Services We will supply employees of ours (“Temporaries”) to work under your supervision in your business or organization. At your request, we will assign Temporaries that match the requirements you set. If we can not satisfy your request, we will tell you that and will present other options to you. You agree to use Temporaries only in the capacities for which you request them.

Employer of Temporaries We hire Temporaries to be our employees, not your employees, agents, representatives, or contractors. Our orientation will tell all Temporaries about this before they begin assignments for you and will tell them that they are not eligible for your benefit plans. For a stated good cause and on reasonable notice, you may review the employment records of Temporaries to confirm that we fulfill our duties as their employer.

Parties’ Relationship This agreement defines the whole relationship between you and us. We supply one component of your enterprise--personnel with certain specific skills, traits, and abilities. We will not be your partners, coventurers, co employers, principals, agents, or representatives. Neither we nor our Temporaries will have any claim to your revenues from their work. Temporaries have no authority to bind us legally or to sign any documents on our behalf, except for their personal time cards.

We will maintain the employment relationship with our Temporaries, including the rights and duties of hiring, assignment, payroll, record keeping, counseling, and general supervision. A Service Schedule to this agreement may specify other services for your needs. You may end a Temporary’s assignment at any time for any lawful reason by notifying our service office. You agree that you will not end the assignment of any Temporary in violation of any Statute, Code, or Regulation of any Government or regulatory entity.

Confidentiality We will tell Temporaries of their obligation to keep in confidence any confidential information they might receive or observe on assignment for you. At your request, we will require Temporaries to sign confidentiality or intellectual property agreements in your favor, which will bind only the Temporaries individually. All creative work performed by our Temporaries for you is work for hire, and we will execute any assignment that you request of the rights to such work.

Rates You agree to pay us for the time worked by our Temporaries. If your rates are not set by a rate schedule to this Agreement, we will document the rates you approve at the time of assignment. We will not bill you for any bonuses or time off benefits that we may extend to Temporaries.

If any government-mandated payroll tax, charge, premium, sales tax, or other similar, external expense is increased or newly introduced with respect to Temporaries assigned to you, we will add the additional cost, without a markup, to your scheduled rates until your rate schedule expires. We will absorb any increases in worker's compensation or unemployment compensation.

Overtime We will charge you for overtime only when a Temporary's assignment for you, taken alone, requires overtime pay. We presume that Temporaries are not exempt from any overtime law. Your rate for overtime will be the same percentage of your regular rate as the Temporary's overtime pay rate is of his or her regular pay rate. For example, if the Temporary's overtime rate must be 150% of the regular pay rate, your bill rate will be 150% of your regular rate.

Payment We will deliver invoices to you within 10 days after each of our work weeks, which end on Sunday. The invoice date will be Sunday or for assignments that end during the week, the last day of the assignment. Unless you have arranged for a prepayment plan with us, you must pay invoice within 30 days of the invoice day. Payments made more than 30 days after invoice date; we may charge compound interest of 0.03% a day (about 11.6% a year), starting with the invoice date. If we incur fees, costs, or other expenses collecting from you, you must pay for them in addition to the principal and interest.

Responsibility for Timesheet approval and Invoice Reconciliation You will be responsible for verification of the validity of hours worked as indicated on each employee's weekly timesheet. You will also be responsible for reconciliation of the hours invoiced with the timecard hours approved.

Converting Temporaries You may want to hire or otherwise retain some Temporaries. Finding qualified people is a valuable service, and Temporaries are valuable resources to us. If you want to convert a Temporary during the first 520 hours of their assignment, you must notify us for a buyout rate. Once the Temporary has completed 520 hours on a specific assignment, the Temporary may be selected by you and transferred to your payroll without an additional fee.

“Convert” means to:

- Employ the Temporary directly:
- Purchase the Temporary's services as a temporary, pay rolled, or leased employee of an organization other than us for substantially the same work assignment:
- Obtain the Temporary's services through any independent contractor, agency, facility staffing, or consulting relationship: or

- Arrange, endorse, or assist the Temporary's employment by an organization other than you or us, whether or not the Temporary later works on assignment for you.

Indemnification Each of the parties will bear or insure only the risks of its respective business or operation. We will indemnify you and hold you harmless for your loss or expense from and against any third party claims that result from our negligence. The foregoing indemnities are conditioned upon each party giving prompt notice of any such claims for which that party has assumed responsibility and tendering defenses of that matter to the indemnifying party.

Our risks include:

- Selecting and hiring Temporaries legally, including compliance with:
 - The Fair Labor Standards Act of 1938
 - The Civil Rights Act of 1964
 - The Employee Retirement Income Security Act ("ERISA")
 - The Age Discrimination in Employment Act of 1967
 - The Family Medical Leave Act ("FMLA")
 - The Americans With Disabilities Act of 1990
 - The Health Insurance Portability and Accountability Act ("HIPAA")
 - The Consolidated Omnibus Budget Reconciliation Act ("COBRA")
 - The Immigration Reform and Control Act of 1986
 - The Vietnam Era Veterans Readjustment Act of 1974, and
 - The Rehabilitation Act of 1973
 - The Uniformed Services Employment and Reemployment Rights Act
 - The Patient Protection and Affordable Care Act ("ACA")
 - Assigning Temporaries to you that possess the qualifications you request.
 - Paying the wages of Temporaries
 - Paying or withholding all required taxes, social insurance premiums, contributions, and other payroll charges.
 - Providing worker's compensation coverage for Temporaries as required by law.
 - Fulfilling the employer's obligations with respect to unemployment compensation.
 - Complying with employment laws, as they apply to temporary personnel firms.
 - Negligence of our Temporaries with respect to your employees or uninsured property.

ACA Compliance We comply with all provisions of the ACA applicable to Assigned Employees including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" that provides "minimum value" and meets affordability requirements to all "full-time" employees (as those terms are defined in Code 4980H and related regulations).

Your risks include:

- Liability for the products or services of your business operation.
- Environmental liability arising out of your business.
- Intellectual property risks inherent in the operation of your business.
- The conduct, including negligence, discrimination, harassment, and willful misconduct of your officers, employees, and agents.
- Maintenance of a safe and healthy work place for our Temporaries.
- Risks of your business that would not be insured if they involved your employees instead of Temporaries.
- The design of your employee benefit plans with respect to their exclusion of temporary or leased employees.
- Fidelity claims.
- All risks arising from exposure of Temporaries to cash, negotiables, your computer systems, or other valuables or your tolerance of their operation of motor vehicles or machinery, without special written arrangements with us.
- All risks, including any worker's compensation claims arising from your use of a Temporary or Temporaries in a materially different capacity or task/job than that for which you requested them without our prior actual knowledge and written agreement.

Indemnification includes payment for all claims, losses, causes of action, penalties, and damages (other than special, indirect, consequential, or lost profit damages) caused by the risks involved, plus all of the costs, expenses, and legal fees associated with them. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE). To claim indemnification, a party must give the earliest possible notice of the dispute to the other party, cooperate in the resolution of the dispute, and yield control of its decisions in the dispute to the other party.

Insurance We will insure our Temporaries operations with at least the following types and limits of insurance, placed with companies rated at least A:

Worker's Compensation	as required by law
Employer's Liability	\$1,000,000
General Liability	\$1,000,000

Termination You or we may terminate this Agreement by serving at least 60 days notice on the other party. Termination will end the staffing relationship, but the Agreement will continue to govern the parties' rights and obligations with respect to the business done and the Temporaries assigned before termination.

Interpretation Rules “Or” means any one, any combinations, or all, of a series. “Include” and “including” imply “but not (be) limited to”. “Will”, “must”, and “shall” mean the same. All provisions of the Agreement are severable, that is, separately enforceable, even if other provisions are not enforceable. Nouns, pronouns, and their variations refer to the masculine, feminine, neuter, singular, or plural, as context requires.

Notices Notices must be sent to a party’s last known business address, delivered prepaid by personal delivery, commercial courier, or United States express, certified, or registered mail, with return receipt requested. Notice is considered received on the earlier of the day it was actually received and the day its delivery was refused.

Assignment You or we may assign this Agreement in connection with any merger, acquisition, divestiture, or reorganization, if the new party’s financial condition and ability to perform the Agreement are not materially worse than those of the assigning party are. Other assignments require the written consent of the non-assigning party.

Amendments/Waivers Changes to this Agreement, schedules to it, and waivers of rights under it can be made only by a separate document signed like the Agreement. Except for blanks or originally printed forms, no handwritten or separately printed additions or changes will be effective, even if they are initialed or signed. One waiver of a right will not waive other rights or other occasions to assert the same right.

Entire Agreement This Agreement contains all of the terms between you and us on the subject of temporary staffing. It replaces all prior agreements on the subject. The parties have not relied on anything not in the Agreement.

Execution of Agreement The effective date of this Agreement is the day on which the second of the two parties signed it. The Agreement and amendments or schedules to it may become effective for a term of one week, if the parties exchange electronically transmitted facsimiles of complete, original documents, each signed by one party. Effectiveness after one week requires original documents signed by both parties. Our execution must be by our Corporate Officer(s) or Operations Manager.

Riverside Signature

Client Company Signature

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 23, 2020

APPROVING AGREEMENT FOR
TEMPORARY EMPLOYEE SERVICES WITH RIVERSIDE STAFFING

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the contract for up to three temporary staff with Riverside Staffing is approved.

Section 2. That the Director of Facility Support Services is hereby authorized to sign said contract on behalf of the Board.

Section 3. This resolution shall take effect immediately.