

RESOLUTION 2021-50

12-21-21

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND
LEGAL COMMITTEE AUTHORIZING A CONTRACT WITH PERSONNEL
RESOURCES IN REGARD TO THE POLICE DEPARTMENT RECORDS
CLERK POSITION**

WHEREAS, the Village of Sturtevant Police Department has a position entitled Records Clerk; and


WHEREAS, it would be in the best interest the Village to contract with Personnel Resources to provide an employee for the position of Records Clerk in the Police Department.

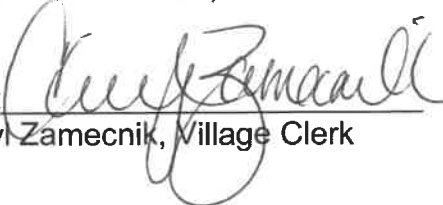
NOW THEREFORE, the Village Board of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a contract with Personnel Resources for a Records Clerk as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 21st day of December 2021

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

Staffing Agreement

These terms are hereby agreed to by and between PR II, Inc. (referred to below as "Personnel Resources"), and Village of Sturtevant, 2801 89th St, Sturtevant, WI 53177 (referred to below as "Client"). Client has asked Personnel Resources to supplement Client's workforce with Personnel Resources associates.

1. Personnel Resources hires associates as our employees and provides all wages, taxes, withholding, benefits, workers compensation and insurance for associates.
2. Personnel Resources complies with all applicable Federal, State and Local employment laws and regulations, including the Equal Employment Opportunity Act and Fair Labor Standards Act. Personnel Resources will indemnify and hold Client harmless from any claims or damages caused by our non-compliance with any such laws.
3. Personnel Resources will recruit, screen, hire and place associates qualified to meet Client's specifications. Client agrees to notify us of any changes in the duties or workplace of Personnel Resources associates from those originally specified by Client. Client will supervise, direct and control the work performed by Personnel Resources associates. Client is responsible for all operational results, including, physical loss or damage to machinery, equipment, materials, data or other property in the care, custody or control of a Personnel Resources associate, and bodily injury (except for bodily injury to the associates covered by workers' compensation) unless caused by the willful misconduct of associates.
4. To enable Personnel Resources to recruit, screen and select the best associates, Client will provide a detailed description of the duties of any assignment Personnel Resources is asked to fill. Personnel Resources will then recruit associates for Client, evaluate their skills and abilities, screen (including a criminal background check if requested) and select those associates Personnel Resources believes in our sole discretion are best suited to meet the job qualifications Client has provided to Personnel Resources, and coordinates the orientation of any associates hired for Client, including an overview of general safe work practices.
5. Personnel Resources will provide associates to perform the duties specified by Client. Personnel Resources is not present to direct the work and cannot be responsible for and Client agree to indemnify and hold Personnel Resources harmless for losses or damage from work performed by associates in a reasonably prudent manner, as instructed by Client, or losses resulting from misconduct or negligence by Client. Client agrees on behalf of Client's insurer(s) to waive all rights of recovery (subrogation) against Personnel Resources.
6. Any Personnel Resources associate assigned to your location cannot perform the following job duties: 1) Driving or riding in a vehicle (including reporting to a work location not indicated on work order); 2) Operation of heavy equipment (excluding forklifts); 3) Handling bodily fluids of any kind; 4) Construction, carpentry or roofing; 5) Unassisted lifting over 50lbs. Personnel Resources can provide associates for positions where operating a motor vehicle, forklift or other motorized equipment is required if notified prior to assignment. Personnel Resources must know this to assign associates who are qualified to meet Client specifications. During an assignment, if Client permits our associate to operate a motor vehicle, forklift or any other motorized equipment, Client agrees to indemnify and hold us harmless for: bodily injury, property damage, collision or public liability claims, regardless of fault, unless caused by the intentional misconduct of associate. The Client agrees to waive all rights to make a claim against Personnel Resources, and to release, indemnify and hold harmless Personnel Resources for and from all liability and responsibility for any damage, loss or expense which the Client or third party incurs as a result of any associate provided hereunder engaging in such activities, and the Client further agrees to release, indemnify and hold harmless Personnel Resources from and against all claims, damages, bodily injuries, losses, and expenses which might be caused as a result of the temporary employee engaging in any of these activities. The Client accepts full responsibility for claims, including the defense thereof, involving bodily injury or property damage sustained or incurred as a result of an employee engaging in the above activities. Furthermore, the Client agrees not to expose any Personnel Resources associate to any unnecessary hazard and not to violate any OSHA regulation or safety law, whether Federal, State, or local. The Client may be held liable as a result of its breach of this agreement.

Exhibit A

7. If Client entrusts associates with unattended premises or with the care, custody, or control of cash, checks, credit card numbers, negotiables, confidential information or trade secrets, or other valuable property, then Client must indemnify and hold Personnel Resources harmless from any resulting loss or damage.
8. Personnel Resources associates may be hired by the Client under either of the following conditions with no additional fee:
 - a. A minimum of 480 hours have been worked by the associate at the Client's business
 - b. A minimum of 6 months has elapsed since the associate last worked at Client's business

If the above conditions have not been met, and the Client wishes to hire the associate before the minimum hours have been reached Personnel Resources will charge a buyout fee. Personnel Resources buyout fee will be equal to the difference between the pay rate and bill rate multiplied by the remaining hours to be worked by the associate plus a 10% fee.

9. Personnel Resources provide a safety orientation to each of our associates. Client agrees to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable laws concerning occupational safety, health, disability discrimination and sexual harassment. Client indemnifies us for any claims for violation of employment laws due to the misconduct of Client's employees.
10. The individual signing these terms on behalf of Client (the "Guarantor"), in consideration of the extension of credit to the Client, by Personnel Resources, and by signing below, hereby personally guarantee(s) the prompt and full payment of all credit transactions, loans and/or open accounts and balances extended to the Client, by Personnel Resources, now existing or hereafter arising, together with all additional charges (including interest) applicable thereon as described or arising in connection with the Credit Application executed contemporaneously herewith or otherwise. In the event that the said credit transactions, loans, and/or open accounts and balances are not paid as and when due, the undersigned Guarantor(s) agree(s) to pay any such unpaid loans and/or open accounts and unpaid balances, together with interest, at the rate of 1½% per month (18% annual) and all costs of collection, including reasonable attorneys fees.
11. If Client hires a Personnel Resources associate or uses the associate through another staffing agency within 180 days of the associate's last day on assignment, Client agrees to pay a payroll transfer fee of 1% per \$1,000.00 (not to exceed 30%) of the associate's annual compensation, unless otherwise agreed to by us.
12. Personnel Resources pays associates promptly, based on information approved by Client. Client agrees to pay the charges based on the timecard or other mutually acceptable recording method by the invoice due date. All invoices for products and services are net due upon receipt unless Client has made other arrangements with Personnel Resources. A monthly service charge (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. Personnel Resources is entitled to reasonable collection fees, attorney fees and other expenses incurred to collect all charges on Client's account(s).
13. The following bill rates have been prepared exclusively for Village of Sturtevant.

<u>Position</u>	<u>Pay Rate</u>	<u>Mark-Up</u>	<u>Bill Rate</u>
Contract Support	Set by Village	1.29	Based on Pay Rate

I, the undersigned, being authorized to enter into this agreement on behalf of _____, do agree to adhere to all Personnel Resources staffing agreement and credit policies as noted herein.

Personnel Resources, Inc. By: _____ Signature _____ Title _____ Date	Client By: _____ Signature _____ Title _____ Date
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