

RESOLUTION 25 - 52, 2025
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**AUTHORIZING ADMINISTRATOR TO ENTER INTO AGREEMENT WITH
PEOPLE FIRST STAFFING LLC FOR LEAF COLLECTION SEASON TEMPORARY
STAFFING SERVICES, AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of Trustees of Columbia Township, Hamilton County, Ohio, operates a Waste and Recycling District authorized by a voter levy to provide for the collection and disposal of garbage and refuse, including yard waste, and collection of materials for recycling.

WHEREAS, each fall from October through December, Columbia Township provides for weekly curbside collection of leaves from all Township residential yards for composting as authorized under the yard waste program of the Waste and Recycling District, and the labor required to deliver this substantially increased workload exceeds the Township's staffing of three services employees; and

WHEREAS, the Administrator has deemed it to be in the best interests of the Township to utilize temporary, seasonal, or project-based temporary staffing ("Seasonal") for a limited period from a third-party agency to assure the continuity of these essential services, enhance operational efficiency, and control costs; and

WHEREAS, the Administrator previously has contracted for temporary staffing services during the annual fall leaf season with PeopleFirst Staffing, LLC, 6070 West Chester Road, West Chester, Ohio 45069, and, for the first time, the contract cost exceeds the Administrator's spending authority because two Seasonals are required after the recent retirement of a Township service crew employee who is not being replaced at this time; and

WHEREAS, the Administrator and Public Works Superintendent recommend that the Township should continue contracting for temporary staffing services during the annual fall leaf season with PeopleFirst Staffing for an hourly bill rate of \$28.80 per Seasonal (net hourly pay \$20.00) as detailed in the attached proposal; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Township Administrator to sign a contract with PeopleFirst Staffing for up to \$22,000 for seasonal temporary staffing from October 2025 through January 2026.

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Motion to accept Resolution made by: Kubicki

Seconded by: Lamar

VOTE:

TRUSTEE

Voting

Signature

Date

David Kubicki, President

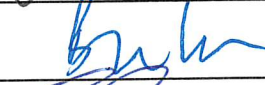
Yes



10-21-2025

Brian Lamar, Vice-President

Yes



10-21-2025

~~Steve Brokamp~~
Susan Hughes, Trustee

Yes



10-21-2025

ATTEST:



Caroline Heekin, Fiscal Officer

10-21-2025

REFER TO ATTACHED PROPOSAL



This staffing agreement between **Columbia Township, Hamilton County, Ohio** ("Client") and P F Staffing, LLC dba PeopleFirst Staffing (PFS), is for the sole purpose of PFS providing to Client the services of PFS temporary contracted associates (Associates) on terms and conditions as set-forth herein, including Addendum(s) attached hereto.

- I. Effective Date: This Agreement shall only become effective and binding upon the parties upon signature of both parties through their respective authorized agents or representatives. (the "Effective Date")
2. Term: This agreement shall have an initial term of one year beginning on the Effective Date, ("Initial Term") and shall automatically renew for successive one-year periods unless properly terminated in accordance with Section three (3) below.
3. Termination: After the Initial Term this Agreement shall continue until and unless written notice is provided by either party clearly stating the intent to terminate the Agreement. After the Initial Term the Agreement may be terminated thirty (30) calendar days after receipt of said notice of the intent to terminate the Agreement is received by the other party. Furthermore, in the event either party does not fulfill their obligations or responsibilities under this Agreement, then PFS or Client may terminate this Agreement with fourteen (14) days prior written notice. Notwithstanding any other provision herein, in the event of Client's failure to timely pay any amount due, PFS may, at its sole discretion, terminate this Agreement immediately. Any fees and/or expenses owed by Client for services rendered, shall survive the termination of this Agreement and shall remain due and owing by Client to PFS. Any notice in this Agreement shall only be effective upon receipt by the other party through certified mail, return receipt requested.
4. Scope of Engagement:
 - i. Client provides PFS with a detailed job description(s) for requested Associates.
 - ii. PFS shall use best efforts to provide the Associate(s) Client has requested.
 - iii. PFS will be responsible for paying its Associate(s) for all wages earned and for all employment tax obligations due.
 - iv. PFS and its Associate(s) will function as Independent Contractors to Client's business.
 - v. Associate(s) will arrive at Client's facility location, or as directed by Client in the Addendum. Associate(s) performance depends on many factors not within the control of PFS. Therefore, it is understood and agreed that no express or implied warranty of any general or specific results shall apply to the work done.
5. Billing:
 - i. Client approves the Associate(s) weekly time sheet(s) for the previous week of work, ii. Once approved, the weekly time sheet(s) are submitted to PFS by 12:00pm each Monday (if additional payroll runs are caused by late time sheet submittal by Client, PFS will charge and client agrees to reimburse PFS for additional run fee), iii. PFS will invoice Client weekly at the agreed rate in the Addendum, iv. Invoices are due and payable to PFS upon receipt.
6. Conflict Resolution: The parties desire to resolve any and all controversies or claims arising out of or relating to this Agreement through discussions and negotiations between the parties. Both parties agree to make a good faith attempt to resolve any disputes, controversies or claims arising out of or

relating to this Agreement by face-to-face negotiations with the other party. In the absence of a joint resolution as to all issues, any and all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Ohio or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable fees. Any such arbitration shall be conducted by an arbitrator experienced in the staffing industry and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

7. Governing Law: This Agreement shall be subject to and governed by the laws of the State of Ohio, without regard to conflict of law principles and shall be subject to the jurisdiction of the state courts located in Hamilton County, Ohio and each party hereby consents to jurisdiction and venue of any such action in Hamilton County, Ohio, and to service of process in the manner provided for giving notices under Section 3 of this Agreement.
8. General Provisions: This Agreement may not be assigned by Client, without the prior written consent of PFS. PFS has no obligations to any third party (including without limitation, Client's employees and/or taxing authorities or banks) by virtue of this Agreement.
9. Entire Agreement: This Agreement (including attachments and amendments) represents the entire agreement between PFS and Client with respect to the subject matter here of and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendments to this agreement must be in writing and signed by authorized representatives of both parties to be enforce. Certain services requested by Client, may require additional documents to be executed, which shall be treated as an attachment for purposes of this paragraph.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 2024.

By:

P F Staffing, LLC dba PeopleFirst Staffing

Client (Print Name): Columbia Township Board of Trustees by Melissa Taylor, Administrator

Signature *Melissa Taylor* Date September 27, 2024

Title Columbia Township Administrator

PeopleFirst Staffing: STAFFING AGREEMENT ADDENDUM

Rev. Jan 1, 2022

Client Company: Columbia Township

People First covers the following:

- | | |
|---------------------------------|--|
| -Wage rate for associate | -Skills Evaluations/applicable testing to client request |
| -Social Security Taxes | -Background check-5 Local counties and National |
| -Medicare Taxes | -Drug Screening- 5 or 10 panel |
| -State Unemployment Insurance | -Candidate Assessment |
| -Federal Unemployment Insurance | -Employment Verification and references |
| -Workers Compensation Insurance | -People First/Client Co-management Partnership |
| -Interview evaluation | |

Client Terms: Training provided for all equipment/processes used.

Evaluation Hire Terms: After 600 hours, the associate is eligible to transfer to your payroll at no additional fee.

Job Title/Description: Seasonal Leaf Removal

Workers Comp code: 9015

Hourly Pay Rate: \$20.00 Hourly Bill Rate*: \$28.80

Hourly Pay Rate: \$ _____ Hourly Bill Rate*: \$ _____

Hourly Pay Rate: \$ _____ Hourly Bill Rate*: \$ _____

**Hourly Bill Rate margin over Hourly Pay Rate will remain identical with additional pay rates offered by Client*

Productivity, Adaptability, Quality of work Cooperation, Appearance, Punctuality, and Attitude with all standards set by PFS and the Client. We will clearly communicate to our associate your dress code, work schedule, job duties, reporting supervisor, report times and shift schedules, and any other necessary details. We follow up with you 1/2 hour after his or her start time to ensure on-time arrival and initial satisfaction. If at any point you are not satisfied, we will end that assignment for that individual. We will do a weekly follow-up to ensure our associate is meeting your expectations with regard to the targeted expectations and standards.

For Clients requesting evidence that PeopleFirst associates have received vaccinations (for COVID-19 or otherwise), PeopleFirst will provide Clients with any documentary evidence of vaccination received from associates. PeopleFirst assumes no responsibility for interpreting, verifying, maintaining, or updating such information and documentation. Clients are advised to seek legal counsel concerning their own obligations in this regard.

Acknowledgement and Acceptance of above-stated terms, conditions, and proposed rate:

Columbia Township Board of Trustees by Melissa Taylor, Administrator

Client Signature Melissa Taylor Date September 27, 2024

PFS Signature _____ Date _____