

ATTACHMENT 1

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
FOR TEMPORARY EMPLOYMENT SERVICES
WITH GARY D. NELSON ASSOCIATES, INC., dba NELSON FAMILY OF COMPANIES
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2017 by and between the City of Santa Rosa, a municipal corporation ("City"), and Gary D. Nelson Associates doing business as (dba) Nelson Family of Companies ("Consultant").

RECITALS

- A. City desires to employ the services of Consultant to provide temporary help services.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a duly qualified temporary employment service composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. Services shall be provided on an "as needed basis" as determined by the City; no minimum amounts of services are implied or guaranteed. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services and incidental costs required hereunder. Consultant shall be paid on a time and material/expense basis at the rates, times and in the manner set

forth in Exhibit B. Consultant shall submit monthly statements to City in arrears in a form approved by City's Chief Financial Officer. The bills shall show or include: a. the task performed; b. the time in quarter hours devoted to the task; c. the hourly rate or rates of the persons performing the task; and d. copies of receipts for reimbursable materials/expenses.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

Consultant shall not charge City any additional fees unless City specifically requests that Consultant obtain a credit report or a Department of Motor Vehicle Check. The cost of any credit report or Department of Motor Vehicle check shall be paid by the City. The fee for said reports shall be the actual cost charged Consultant by the consumer reporting agency or Department of Motor Vehicles for conducting the investigation for Consultant without additional markup costs from Consultant. The current rates charged Consultant by the consumer reporting agency, credit reporting agency or the Department of Motor Vehicles are listed in Exhibit B. Consultant will notify City in writing of any change in rate.

Billing Discount Rates. Consultant agrees to provide City with the same billing discount rate as set forth in Exhibit B for any new classification added or for any changes in classification contained in said Consultant's proposal due to a reclassification of positions within the City's classification system.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one million, five-hundred thousand dollars and no cents (\$1,500,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Number(s) as approved.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subConsultants or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subConsultant has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

d. Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material

breach of this Agreement. City, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

e.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subConsultants and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subConsultants or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below: Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:
Naomi Kamunyu
Human Resources Analyst
100 santa rosa Ave, Room 1
Santa Rosa, CA 95404
Phone:707-543-3065
nkamunya@srcity.org

Consultant Representative:
Kelley Hartman
2901 Cleveland Ave., Suite 101
Santa Rosa, CA 95403
Phone:707-576-1670
KHARTMAN@nelsonstaffing.com

8. INDEPENDENT CONSULTANT

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or

performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. All temporary employees shall be employed by Consultant. Such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City

gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than August 31, 2022.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person, There shall be no charge to City for the services of any person removed pursuant to this section.

Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. Consultant shall not assign any person with a criminal conviction to work at City. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager,

project team, or other professional performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this Agreement, and without whose services City would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

d. Consultant shall cooperate with City and City staff in the performance of all work hereunder.

Other Conditions.

a. Six Month Maximum. Consultant agrees to continually monitor its temporary employment placements to ensure the use of temporary help does not exceed a six (6) month period per employee in accordance with Attachment A to Exhibit A City's Use of Agency Temporary Employees policy, unless written authorization is obtained from the City's Director of Human Resources.

b. Services Ordered and Filled. Any order placed by City for temporary help services for a job class which does not appear in Exhibit B shall not be filled unless previously agreed to in writing by Consultant and the City's Director of Human Resources or designated representative.

c. Hiring and Liquidation Fees. Consultant shall not charge a fee or fees in order to secure temporary employment that initially or subsequently results in the employee of Consultant being placed on assignment with City. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by the City as a regular employee. Consultant shall not charge a liquidation or referral fee for employees of Consultant hired by City as a temporary employee if the employee has worked for City at least six hundred (600) hours as an employee of Consultant. On occasion, a short-term temporary help need can turn into longer-term need.

d. Transition to City Employment. City department or agency may request to transition the employment of your employee to City temporary employment. Any such transition of employment to City temporary employment after 600 hours will be without cost to the City or the affected person. Under the City's merit system, all recruitments for regular employment with the City are conducted under a set of standard rules. Any person may apply to our open recruitments. If an Agency temporary, working for the City, applies for a regular position and competes successfully for that position, there will be no requirement for the temporary to complete a number of hours nor shall there be a cost to the City or the affected person.

d. City Vehicles. Consultant agrees that Consultant's employees may drive City cars or light delivery vehicles as may be required by the job assignment to which referred.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subConsultant, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200' *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City

information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of

subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. **Entire Agreement.** This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. **Modification.** No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. **Compliance with Laws.** Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. **Discrimination Prohibited.** With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. **Waiver of Rights.** Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

h. **Taxes.** Consultant agrees to file federal and state tax returns and pay all applicable

taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish City with proof of payment of taxes on these earnings.

i. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

j. Time of Essence. Time is and shall of of the essence of this Agreement and every provision hereof.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Gary D. Nelsen Associates, Inc.

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

By: _____

Print
Name: _____

Title: _____

Signatures of Authorized Persons:

By:

John P. Linde

Print Name:

JOHN P LINDE

Title:

CEO

By:

Joseph T. Prusko

Print Name:

JOSEPH T. PRUSKO

Title:

CFO

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

999705553

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Attachment A to Exhibit A City's Use of Agency Temporary Employees policy

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. **Other Insurance Provisions:**
 1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

NELSON

REQUEST FOR PROPOSAL

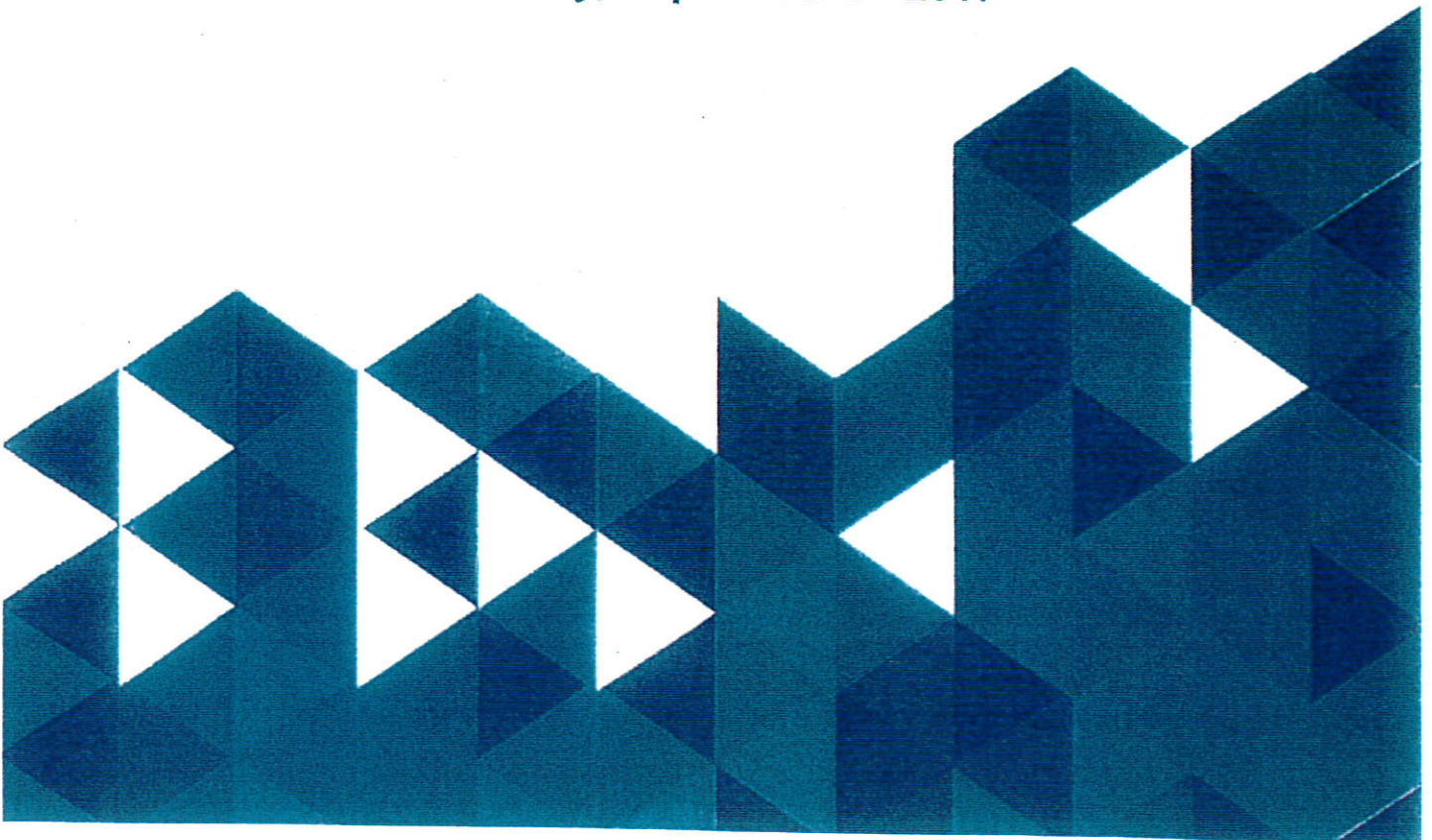
City of Santa Rosa

Exhibit A



City of
Santa Rosa

Tuesday, September 5th 2017



IMPORTANT UPDATE INFORMATION

The following updates have been made to this proposal:

- ✓ Cost Proposal: We have revised some pricing on our cost proposal. Please see the revised cost proposal as a separate document marked as "Exhibit B"

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Introduction Letter

City of Santa Rosa – Purchasing Office
635 First Street, Second Floor
Santa Rosa, CA 95404

Brandalyn and the City of Santa Rosa Proposal Panel,

Nelson is proud of our excellent reputation of servicing the City of Santa Rosa for more than 25 years. During our tenure of working with the City, we have developed a strong understanding of your needs and culture. We have a proven track record of successful placements, many of which have resulted in employees transitioning to City of Santa Rosa's payroll. We take pride in continuing to partner with city managers and make it easy for them to do business with us. Nelson provides managers with one central point of contact along with a strong supportive team to source and provide candidates to open City of Santa Rosa positions. We have a history of making the right placement the first time.

Nelson has been successfully servicing clients, candidates and the community in Sonoma County for more than forty years. We believe the values that we hold dear as a company—integrity, empathy, innovation, and excellence—benefit our clients as we strive to act honorably in our dealings and treat coworkers and clients the way we'd like to be treated. We take pride in the many awards we have received year after year including the Best Staffing Service in the North Bay and #1 independent Staffing Firm in Northern California. The many awards we've received are in direct correlation, we believe, with the respectful way we treat one another and our clients.

Nelson values the continuing relationship we have with the City of Santa Rosa and is pleased to provide the attached proposal offering you competitive rates and complimentary services. We will continue to work closely with the City of Santa Rosa to ensure that we are consistently delivering a high level of service and supporting your staffing requirements.

Nelson looks forward to continuing our partnership with the City of Santa Rosa and we will be happy to provide any additional information or clarification of our attached proposal.

Sincerely,

Kelley Hartman
Senior Vice President, Nelson Staffing

Scope of Services - Part One: Overview of your firm and the services it provides

Describe your firm and the services it provides. Please include the following information:

1. The Company's name, full mailing address, and telephone number.

Gary D. Nelson Associates Inc., dba Nelson Family of Companies (Nelson Staffing, Nelson and Associates, and Nelson Technology are all subsidiaries of the Nelson Family of Companies.)

- **Corporate Headquarters:**
19080 Lomita Ave.
Sonoma, CA 95476
(707) 935-6113
- **Santa Rosa Branch:**
2901 Cleveland Ave., Suite 101
Santa Rosa, CA 95403
(707) 576-1670

2. Identify how long an office of the firm has been located in Sonoma County, and the primary focus of temporary services it provides to Sonoma County employers.

Nelson has been in Santa Rosa since 1987 servicing clients and candidates in Sonoma County. We opened our Petaluma branch in 1990 and our Corporate branch in Sonoma in 1989. Nelson has 70 full-time employees on their team in Sonoma County. Nelson placed over 14,000 employees to work in 2016. Nelson specializes in filling temporary and direct hire positions in administrative, clerical, customer service, accounting and finance, light industrial, warehouse, information technology, engineering, legal and human resources. We look forward to continuing to build upon on the partnership that we've had with the City of Santa Rosa since 1989.

3. State the staff size of the local office, the functional assignments of each staff member in the office, and the name and qualification of the contract administrator, branch manager, and each service representative that would be assigned to work with the City.

The Nelson team, which will support City of Santa Rosa, includes:

Our local Nelson Staffing office specializing in administrative and light industrial, has 12 full time employees with a cumulative 124 years staffing industry experience with Nelson:

1 Senior Vice President, 1 Area Manager, 1 Regional Sales Manager, 4 Temporary Division Recruiting Managers (3 bilingual in Spanish), 2 Office Coordinators (2 bilingual in Spanish), 1 Direct Hire Recruiter, 1 Regional Recruiter, and 1 Business Development Manager. Nelson also has a team of Corporate Recruiters which will be assisting the Santa Rosa Nelson branch in recruiting candidates.

Kelley Hartman, Senior Vice President, Nelson Staffing (Contract Administrator to City of Santa Rosa)

Kelley Hartman joined Nelson in 1990 as Staffing Supervisor in Santa Rosa. Promoted to Staffing Manager, Branch Manager, and her current role of Senior Vice President, Kelley is now responsible for the oversight of Nelson's four North Bay offices in Santa Rosa, Petaluma, Napa, and San Rafael. Throughout her more than 25 years of experience in the staffing industry at Nelson, she has led many primary staffing provider client program implementations, including those for La Tortilla Factory and the County of Sonoma. Recognized for her leadership skills, industry acumen and experience and involvement in the North Bay, Kelley was the recipient of Nelson's 2012 Leadership Award and the 2015 Founder's Choice Award. Kelley is a graduate of the State University College at Buffalo, New York with a degree in Psychology. She is also active in various business and community groups and non-profits throughout Sonoma, Marin, and Napa Counties and currently serves on the Marin/Napa Workforce Investment Board, the Elsie Allen School Board and the North Bay NCHRA Board.

Mary Lynn Bartholomew, Area Manager, Nelson Staffing

Mary Lynn joined Nelson in 2013 as an Area Manager. She has over 20 years of Staffing Industry experience in Sonoma and Marin Counties. In 2014 Mary Lynn became the Area Manager for the Santa Rosa and Petaluma offices, where she is responsible for branch operations and a staff of 13. Mary Lynn leads her team in ensuring that quality and service exceeds the Customer's expectations. Mary Lynn is currently a part of the Executive Leadership Team for "Go Red for Women."

Floyd Given, Regional Sales Manager, Nelson Staffing

Floyd Given joined Nelson in early 2014 as an Account Executive and has nearly five years of staffing industry experience. A multi-year member of Nelson's prestigious Chairman's Club, and the 2014 winner of Nelson's all-company "Rookie of the Year" award, he was promoted to Regional Sales Manager in 2017 and now oversees Nelson Staffing's North Bay sales and client-support programs. Floyd is dedicated to building strong long-lasting client relationships and prides himself on providing top-notch customer service. An active member of the non-profit SCOOP Club, where he where he was awarded Member of the Year in 2014, Floyd has also volunteered to coach youth baseball. He received his Bachelor's degree in Economics from Pepperdine University where he was an all-conference baseball player.

Melissa Deurloo, Business Development Manager, Nelson Staffing

Melissa Deurloo joined Nelson in 2013 as Marketing and Events Manager. In this role, she gained valuable insight into staffing industry operations and Nelson's culture and values before moving to the company's sales team as a Business Development Manager in 2015. She is passionate about supporting Sonoma County businesses with excellent customer service and takes pride in developing and maintaining strong relationships with her clients. She is active as an Ambassador for the Santa Rosa Chamber of Commerce and currently serves on the board for Sonoma County Professional Women. Melissa received her Bachelors of Science degree from Biola University through their Torrey Honors Institute Program, where she graduated Cum Laude and achieved the Dean's List award.

Debra Beardslee, Senior Recruiting Manager, Nelson Staffing

Debra joined Nelson in 1990 as an Administrative Assistant. In 1993, she was promoted to Administrative Supervisor and in 1996 to Recruiting Manager. Debbie has strong working relationships with many of Nelson's largest accounts including Redwood Credit Union, City of Santa Rosa, County of Sonoma and General Dynamics. She builds wonderful rapport with her clients and candidates and works on understanding what is truly important to them. She prides herself on making the right match the first time. This strong liaison is a proven team builder promoting successful opportunities for all involved. Debbie has strong working relationships with many County of Sonoma managers and has been the main point of contact for County of Sonoma and City of Santa Rosa since 2007. Debbie has won numerous Nelson awards for her outstanding performance including the 2016 Founder's Choice award. Debbie is a lifelong Sonoma County resident.

Maria Cuevas, Senior Recruiting Manager, (Bilingual: English/Spanish), Nelson Staffing

Maria joined Nelson as a bilingual Staffing Assistant in May 2007. She was instrumental in managing the day to day activities of our front desk while assisting candidates and clients. Maria was promoted to Staffing Supervisor in January 2014 where she began interviewing and placing temporary candidates. Maria now serves to spearhead the recruiting team after being promoted to Senior Recruiting Manager in 2015. Her urgency to fill our light industrial client needs with the best candidates has won her credibility quickly. Maria has a Bachelor of Science degree in Business Administration and a Bachelor of Arts degree in Spanish.

Nancy Aviles, Recruiting Manager, (Bilingual: English/Spanish), Nelson Staffing

Nancy joined Nelson in May 2013. Nancy started as a Staffing Assistant, supporting candidates, clients and recruiters. Nancy comes from a Customer Service and Non-Profit background, focused on community safety trainings/community outreach. She was quickly promoted into a Staffing Supervisor role where she uses her bilingual skills to assist Spanish speaking candidates with all aspects of the hiring process. Nancy now serves as a Recruiting Manager after being promoted again in 2015 where she provides excellent customer service while working directly with a wide variety of clients and candidates. Nancy is community oriented and volunteered with the American Red Cross as a Safety Trainer teaching others CPR, First Aid and Water Safety at locations throughout Sonoma County.

Ellison Torres, Recruiting Manager, (Bilingual: English/Spanish), Nelson Staffing

Ellison joined Nelson May 2014 as a Staffing Assistant. She supported the Santa Rosa office as a back-up Receptionist using her bilingual skills on a daily basis with our Spanish speaking candidates. As a Staffing Assistant, she worked closely with our Recruiting Managers conducting candidate orientations, screenings and presentations coaching candidates for their new role. Ellie uses her strong organizational skills to prepare the office for internal audits contributing to an average score of 98% over the past year. In 2015 Ellie was promoted to Recruiting Manager and now works with candidates at every level of recruiting for our clients. She volunteers at the Mexican Independence Fair held at the Wells Fargo Center providing guidance and assistance to Sonoma County's Spanish speaking community.

Jill Sheehy, Regional Recruiter, Nelson Staffing

Jill has been with Nelson since February 2007. Jill has over 15 years of staffing industry experience with previous roles in sales, branch management, staffing and recruiting. Jill's role as the Regional Recruiter is to create a pipeline of qualified candidates for the branches she supports through developing strong partnerships with community based organizations. In addition, she works with Colleges, attends job fairs, networks, generates referrals and manages large volume recruiting projects. Jill graduated with a Bachelor's degree from Cal Poly, San Luis Obispo.

Dorothy Jensen, Senior Recruiter, Nelson Staffing

Dorothy Jensen joined Nelson in 1989 as a Temporary Staffing Consultant. In 1993 she was promoted to a Direct Hire Recruiter; In addition to receiving Nelson awards for her exceptional accomplishments. Dorothy takes pride in the long-term relationships she has built with her candidates and clients throughout Sonoma County. Dorothy is highly focused on a quality-driven search process and is committed to partnering with her clients to find the right professionals to fulfill their needs. Dorothy is dedicated to serving companies from a variety of sectors covering a diverse range of functional assignments. Dorothy attributes her success as a top performer to time spent developing close working relationships and her passion for what she does! In addition to her 27 years of staffing experience with Nelson, she has six years training and supervisory experience with a local agricultural company. Dorothy is a graduate of the University of California at Davis, with a B.S. degree in Economics.

Our local Nelson & Associates Office specializing in Accounting and Finance has a team of six people with a cumulative 85 years of experience in the staffing industry: 1 Regional Vice President, 2 Business Development Managers, 2 Senior Executive Recruiters, and 1 Regional Coordinator.

Jim Geist, Regional Vice President, Nelson & Associates

Jim joined Nelson & Associates in 2005 and manages all aspects of our Accounting and Finance Placement Services in Sonoma, Marin and Napa counties. Jim is a member of Nelson's Chairman's Club and has over 20 years of experience in the local recruiting industry that includes placement, training, retained executive search and management. His teams have placed thousands of people across the North Bay and he has been a regular advisor to Sonoma State University, SRJC and the North Bay Business Journal on job market and employment trends. Jim graduated with honors from Sonoma State University with his Bachelor's degree in Psychology.

Kelly Jordan, Business Development Manager, Nelson & Associates

Kelly Jordan joined Nelson in March of 2006 as a Sales Coordinator. In that role she exceeded goals and expectations and was quickly promoted to her current role as Business Development Manager. Kelly is dedicated to building strong client relationships and is out to achieve win-win partnerships. She brings over 10 years of customer service experience, and is known to deliver with a smile. In 2007, she was identified as Nelson Staffing's Rookie of the Year, as well as awarded Presidents Club honors. Kelly is a graduate of California State University Chico, with a degree in Business Administration.

Donna Johnsen, Senior Executive Recruiter, Nelson & Associates

Donna Johnsen joined the Nelson & Associates team in 2004 and managed business development and client relations for Sonoma and Napa counties before becoming a full-time Executive Recruiter. Donna has been in the recruiting industry for over 17 years in a variety of capacities including recruiting, sales and sales management. She is a member of the Chairman's Club for the Nelson Family of Companies which represents the top 5% of performers in the organization. Donna is a graduate of California State University, Sacramento and holds a Bachelor's Degree in Organizational Communications.

Joseph Geoghegan, Senior Executive Recruiter, Nelson & Associates

Joseph joined Nelson and Associates in May of 2006. Joseph brings with him over 15 years of recruiting experience. Prior to working with Nelson and Associates, Joseph owned and operated a Legal Staffing group based in San Francisco. Prior to moving to the Bay Area from New York Joseph worked in counseling and graduated with a degree in Psychology from the State University of New York at Oneonta.

Wendy Luna, Recruiting Manager (Bilingual - Spanish), Nelson & Associates

Wendy joined Nelson in 2004 as a Staffing Assistant and has since been promoted to Recruiting Manager. She has 12 years of staffing experience along with a diverse background in customer service and administrative skills. Wendy's positive attitude and upbeat personality coupled with her bilingual skills allow her to be extremely successful at communicating with clients and candidates on a daily basis and making many successful long-term job matches.

Our local Nelson Technology Team specializing in IT positions has a team of 4 people with a cumulative 55 years of experience in the staffing/recruiting industry – 1 Senior Business Development Manager, 1 Senior Technical Recruiter, and 1 Recruiting Manager

Matthew Silveria, Sr. Business Development, Nelson Technology

Senior Business Development Manager with Nelson Technology. Matt joined Nelson in 2013 bringing over 25 years of experience in Sales and Recruiting. Working within the Engineering, IT, Manufacturing, Scientific and Support arenas he has developed a strong and diverse expertise in understanding the Technical and Project specific needs of both the Client and the Contributor. A graduate of California State University, Matt is a strong relationship builder who has partnered with client companies in the Medical Device, Equipment and Instrumentation, Government and Defense, Construction, and Energy fields.

Carin Anderson, Sr. Technical Recruiter, Nelson Technology

Senior Technical Recruiting Manager specializing in Contract, Contract-To-Hire and Perm placements at Nelson Technology. Carin has been a Technical Recruiter for over 17 years and consistently achieves Presidents' and Chairman's' Club year after year with our company due to high volume of candidate placements at our client sites. Since joining Nelson, Carin has been an integral part of implementing our Block Process with our clients, which results in a 95% fill ratio. She continues to encourage and mentor our team which has helped achieve even higher client/candidate matches by acting as the team gate-keeper, driving delivery plans and interfacing with clients daily.

She loves recruiting because she is able to help and change people's lives on a daily basis. Specialties include but is not limited to; Network Engineers/Administrators, System Engineers/Administrators, Technical Support, IT Managers and Director Level, Program / Project Managers, Business Analysts, System Analysts, DBA Administrators, SharePoint Architects and .Net Developers. Carin attended Chico State University as a Communications Major.

Rachel Foster, Technical Recruiting Manager, Nelson Technology

Rachel Foster graduated from UNLV with a degree in Computer Science, and had over ten years in hands-on experience in technology prior to joining Nelson. Our Technical Recruiting Manager, specializing in Contract, Contract-To-Hire and Perm placements, she prides herself on getting to know both the client's needs and candidates to ensure a great fit both technically and culturally. Her key areas of focus include Program/ Project Managers, Data and System Analysts, Help desk, SQL and QA Specialists.

Sarah Musiker, Business Development Manager, Nelson Technology

Sarah Musiker recently joined Nelson Technology as a Business Development Manager. She has over 3 years of Business Development and Recruiting experience with her last position taking her overseas. With her past recruiting experience Sarah partners with her clients to fully understand their needs and work with our recruiting team to find the best resource for their positions. She will be supporting our clients in the North Bay and Sacramento area, and focusing on building strong relationships. She will be specializing in the following fields: Project Managers, Tech Support/Help desk, Software Development. Sarah is a graduate of Smith College, with a Bachelor degree in Political Science.

Nelson's Chairman of the Board:

Craig S. Nelson, Chairman of the Board, Nelson

Craig Nelson was appointed Chairman of the Board in 2014 after a long history of management roles within Nelson. Having most recently served as the Chief Executive Officer for Nelson, prior to that, Craig ran Nelson Technology, Nelson & Associates, Nelson Staffing, and Nelsonjobs.com. Craig was also previously the General Counsel at Nelson with responsibility for legal, administration, safety & risk, and human resources. Prior to joining Nelson, Craig spent seven years with the Criminal Division of the California Department of Justice. He also spent three years as a litigator with the Law Offices of Bowles and Verna. Expert in the fields of both staffing and employment law, Craig has been quoted by a wide variety of news organizations including National Public Radio, the Wall Street Journal, the Associated Press, Staffing Industry Review and The Recorder on a wide variety of topics such as employment trends, recruiting, family businesses, the San Francisco Medical Leave law and California's Three Strikes law. Highly involved in the community, Craig is on the board of the Marin Economic Forum, the Leadership Council of the Boys & Girls Club of Marin and Southern Sonoma Counties and the executive board of the North Bay Leadership Council. He was the Chair of the Executive Leadership Committee of the 2011 North Bay Heart Walk, and he is the past Chairman of the Marin County Workforce Investment Board. Craig is also the author of God Left Manor Farm and was named one of the 100 Most Influential People in the Staffing Industry by Staffing Industry Review in 2012. Craig has a Masters of Law degree from the University of San Diego, his Juris Doctor from Hastings College of Law, and degrees in Business Administration and Economics from California State University, Chico. He was admitted to the State Bar of California in 1990.

4. State the current number of local, registered employees actively being referred, and average number of placements per week by job type (Ex: Accounting Clerk, Senior Administrative Assistant, Legal Secretary, Information Systems Technician. Job descriptions are shown on the City's Human Resources Department website: www.srcity.org/hr under job descriptions). Please see job placement information provided in the chart on page 6.

Nelson Staffing is the largest temporary service in the North Bay based on number of W2s issued according to the North Bay Business Journal.

City of Santa Rosa - Job Description	Registered employees actively being referred	Average number of placements per week
Accounting Aide (Basic Level)	82	6
Accounting Assistant (P/R, AP)	85	9
Accounting Technician (Special projects, not Accountant)	80	7
Accountant (Professional level)	189	5
Clerical Assistant (Basic clerical, phones, copying, mail)	284	28
Administrative Assistant (entry clerical)	126	21
Senior Administrative Assistant (journey clerical)	63	12
Administrative Secretary (Advanced level, supervisory)	86	9
Legal Secretary	11	2
Engineering Aide (field data collection, office support)	27	2
Civil Engineering Technician I (basic level CAD, mapping)	12	2
Civil Engineering Technician II	10	2
Civil Engineering Technician III	8	1
Information Technology Technician (Help Desk, or field support)	18	2
Stores Clerk	48	7
Maintenance Worker	38	5
Building Plan Check*	N/A	N/A

* Will supply numbers for Building Plan Check upon receipt of job description

5. A general description of training and/or support services your firm will provide those referred to the City in response to requests for temporary help services.

Skills Assessment and Career Development: Nelson enjoys an excellent retention record among our temporary employees because we make them part of our organization, support their professional development and provide them with continual training and/or support services.

Along with career counseling, interview skill enhancement, and resume review, Nelson utilizes Nelson Assessment Center, online skill testing and tutorials to support our candidate development.

Tutorials: Nelson provides tutorials on the entire Microsoft Office Suite, Adobe programs, and many more. Tutorials are available to any candidate and are also available to any City of Santa Rosa employee at no charge.

Harassment Training: Nelson is committed to providing a work environment that is pleasant, professional, and free from discrimination. Nelson strictly prohibits harassment of any kind and will provide training which includes verbal, visual, or physical harassment on the basis of sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions), race, color, religion, age, mental or physical disability, medical condition, national origin, marital status, veteran status, sexual orientation, or any other characteristic protected under federal or state law or local ordinance.

Safety Training and Injury Prevention: Nelson believes it is our responsibility to do everything in our power to provide a safe and healthy work environment for our temporary employees. To achieve this, we give each employee a safety training prior to their first assignment with Nelson.

Free Typing Tests: Free typing tests are available to any City of Santa Rosa employee or applicant applying to a City position.

6. Provide a copy of the benefit package offered to your employees who would be providing temporary services to the City

Benefits: Nelson offers temporary workers voluntary benefits including a Fixed Indemnity Medical Plan, Minimum Essential Coverage and Dental/Vision through Essential StaffCare. Employees are allowed to enroll within the first 30 days of employment. The plan is 100% employee paid.

Full-time employees working a minimum of 30 hours per week are eligible to participate in our Anthem Blue Cross coverage. This includes the option of medical, dental and vision. Nelson covers 50% of the employee level medical coverage. Dental and vision are 100% employee paid. We offer an HMO plan that's only available in California and an HSA plan available nationwide. Benefits become effective the 1st of the month following 60 days' employment.

California Sick Pay: Nelson is compliant with the California Sick Pay.

Life Insurance: Life insurance is offered for the temporary worker and their family through Essential StaffCare.

Holiday Pay: Nelson offers holiday pay for six holidays in a calendar year (when an employee has completed 1,200 hours in a calendar year).

Referral Bonus: Temporary employees are eligible for a cash referral bonus when a qualified referral is placed on a temporary or temporary-to-hire assignment or in a direct hire position.

24 Hour Fitness Discounts: Nelson employees can sign up for discounted access to hundreds of 24 Hour Fitness locations. Nelson employees will receive discounted membership rates.

AT&T Wireless-Cell Phone Discount: Nelson employees are eligible for discounts on their wireless-cell phone plan.

Recognition and Retention Programs: A sample recognition and retention program for Nelson' employees are designed to provide incentives for the supplemental staff. These programs can be used to address common turnover factors and thus help to increase associate retention. Individual programs may vary depending on budgetary constraints and/or your needs and expectations, and these programs can be customized per your request.

- Employee appreciation events
- Temporary-of-the-Month
- Performance endorsements
- Annual Seminars
- Nelson 2017 Advisor & Salary Guide

7. Provide the names of local public agencies and private employers with over 200 employees that your local office has routinely serviced as a primary provider within the last three years.

Nelson has had an over 20-year consecutive partnership with City of Santa Rosa, Trinchero Family Wines, Sonoma Media Investments (The Press Democrat) and Kendall Jackson Wines. Other qualifying partnerships include County of Sonoma since 2006, Redwood Credit Union since 2008, La Tortilla Factory since 2006, General Dynamics since 2006, SMC since 2005, Labcon since 2008, Treasury Wine Estates since 2006, and Clover Sonoma (Clover Stornetta Farms) since 2005.

8. Provide the name of any public agency or private employer of over 200 employees in Sonoma County who have stopped using your firm's temporary help services within the last three years.

NONE; Nelson is proud of our tenured client base

9. Provide the name of at least three large local private businesses and/or public agencies that we may contact regarding your firm and the services provided them within the last three years. For each entity listed, provide a contact name, the person's title, and phone number.

Company	Contact Name	Phone Number
La Tortilla Factory	Ana Carreno, Human Resources Manager	(707) 586-4000 ext. 138
Redwood Credit Union	Bob Browne, Human Resource Specialist	(707) 576-5261
County of Sonoma	Golbou Ghassemieh, Human Resource Analyst	(707) 565-2148

10. Provide a list of positions in your firm's areas of specialty:

Administrative, Clerical/Customer Service, Light Industrial, Warehouse, Accounting and Finance, Information Technology, Engineering, Legal, Human Resources, Wine and Beverage

Scope of Services - Part Two: Core Temporary Services Provided

Briefly describe how your firm proposes to meet the temporary service needs of the City in each of the following areas:

1. Needs assessment (of client's culture, specific needs, protocols; development of written work or service plan). Please attach a current and comprehensive sample of work plan you have developed.

Please see Exhibit B: Sample of work plan for City of Santa Rosa position

Nelson believes in taking a consultative approach to providing our client's workforce services. This approach, coupled with our willingness to be innovative and flexible has allowed us to forge strong, long-lasting relationships with our retail and managed clients.

In our history of working with the City of Santa Rosa we have learned a great deal about the various job positions; skills, culture and other requirements to make the best match for the City of Santa Rosa. We constantly update our information and have ongoing working service plans to ensure we are consistently meeting and exceeding the needs of the City of Santa Rosa. Our team of recruiting managers and business development managers will have ongoing meetings with City of Santa Rosa managers and check in quarterly to share the results of our quality assurance program.

At Nelson, we consistently challenge ourselves to identify opportunities to enhance the employee workforce management program. We enjoy raising the bar on our performance. We are confident in our ability to assemble a solid, competent workforce management team to service City of Santa Rosa.

Service Plan Outline:

Upon receipt of a new contract with City of Santa Rosa, Nelson is already ramped up and ready to provide service given our history with City of Santa Rosa since 1989.

Nelson will:

- Meet with City managers to obtain any updates to service requirements and answer any questions about our service and team
- Continue our focused recruiting effort for City of Santa Rosa candidates to add to our extensive database
- Establish meeting schedule for planned communication with City of Santa Rosa
- Set dates for quarterly quality assurance review meetings

Nelson will continue to communicate with City of Santa Rosa managers and human resources and share our updated:

- City of Santa Rosa Service Plans and Department Profiles
- Employee Orientation Handbook
- Job Order Form
- Employee Evaluation Process
- Safety Program
- Reporting Process (first day of the assignment)
- Reporting Component (types of reporting, format and distribution)
- Invoice capabilities
- Job order process

Compliance:

- Monitor - Are we doing all that we said we would do and is it working?
- Communicate with Human Resources to address issues before they become problems

Quality Assurance:

- Attend scheduled Quality Assurance meetings with Human Resources and department heads to assess our performance
- Make changes and improvements as recommended

2. Recruiting and outreach methodologies used to secure a diverse group of qualified employees.

Nelson's ability to attract and retain qualified candidates keeps our business strong and is the key to consistently delivering innovative, cost-effective solutions to your staffing needs. Our experience shows that individuals with the desired qualities may not be actively looking for a job, which is why over the years we have finely tuned both traditional and nontraditional recruitment sources. For example, we are the first staffing service to use dedicated Regional Recruiters whose sole responsibility is to utilize community outreach to identify candidates with the appropriate skills, education, background, and experience for you. We have a very aggressive recruiting budget for the full range of City of Santa Rosa job assignments listed in Attachment B. We also employ a dedicated internet recruiting team.

Successful Referral Program: Our most successful recruitment vehicle is referrals from our many satisfied clients and employees. Beyond referrals, Nelson utilizes an extensive database for job searches and has strong partnerships with colleges throughout Northern California. Nelson participates in key campus recruiting events through workshops, on-campus recruiting, strategic partnerships with career centers and placement of ads at college through various media.

3. The screening and selection process used to determine qualified persons that would be assigned to work at the City.

- a) Provide a copy of your employment application: (see Exhibit C)
- b) Briefly describe any paper screening, interviews, and any validated knowledge/behavior/skill based testing used.

Each candidate undergoes a comprehensive hiring process to ensure the right fit including; completing the comprehensive Nelson application which is available to them on line or as a hard copy. (see Exhibit C)

Patterned Interviewing: All Nelson Staffing Supervisors receive comprehensive training in Patterned Interviewing techniques. Each interview includes open-ended questions that explore the candidate's previous work experience, education, training and behaviors. The Patterned Interview has been designed to overcome the limitations of ordinary interviewing procedures examining not only what a candidate can do but what the candidate will do on a job.

Skills Assessment: Nelson utilizes Prove-It, an online skill testing system, to evaluate candidates. The Prove-It system offers testing for software programs, including the entire Microsoft Office Suite, and for specific industries including accounting and finance, customer service and administrative.

Nelson will partner with The City of Santa Rosa to create any customized testing when needed to ensure candidates have skills necessary to perform the positions required.

- c) Personal and prior employer reference checks

Nelson conducts reference checks on all candidates prior to accepting them in our temporary employment pool or placing them in a direct hire position. Although the amount of information provided during a reference check can vary greatly from company to company, at a minimum we attempt to confirm candidate's competency, reliability, reason for leaving, eligibility for re-hire, dates of employment, and income level via telephone, email, or fax. We reference check each candidate as thoroughly as the law and the marketplace permit. In all cases, Nelson's policy is to conduct a minimum of two reference checks. We make a reasonable effort to undertake sufficient reference checks to cover the most recent three-to-five years of employment.

- d) Background check of at least criminal convictions (name/alias, all areas of residence within last seven years.)

Background Checking: Nelson currently utilizes Certifinder to conduct background investigations. Our typical background search consists of a (7) seven-year criminal search on all counties person resided in. These background checks consist of social security verifications and alias name searches. Nelson will also conduct department of Motor Vehicle Checks, Civil Records Searches, and credit checks when applicable.

- e) **Background check of civil records, verification of address and social security number, and sexual offender status.**

In addition to the 7-year felony, misdemeanor and social security trace background check, Nelson will utilize Certifinder to conduct background checks of civil records, verification of address and social security number and sexual offender status. Costs for a background search will be passed on and invoiced monthly. Nelson will perform background checks for City of Santa Rosa at our discounted rate listed on page 14.

4. **Orientation provided to those assigned to work at the City by the temporary help firm as the employer, including but not limited to the following; the City assignment, administrative and emergency response protocols, safety training etc.**

Nelson enjoys an excellent retention record among our temporary employees because we make them part of our organization, support their professional development, and provide them with comprehensive orientation information prior to the start of an assignment. We are conscious of co-employment and utilize our orientation process to share with our employees that Nelson is the employer of record

Nelson's Orientation Process/Customized Orientations: All Nelson temporary employees are given a complete orientation covering Nelson's safety policies, procedures, rules, and guidelines. The orientation packet includes the following information:

- Pay, Benefits, Policies
- Direct Deposit Enrollment Form
- Holidays
- Timecards
- Referral Bonus Information
- CA Paid Family Leave Information
- Workers' Compensation Benefits
- CA State Disability Insurance Provisions
- Medical Benefits Information
- CA Sexual Harassment Brochure
- Badging administration
- Safety program
- Nelson Emergency Information

We believe that candidates should have as much information as possible so they function effectively and professionally at City of Santa Rosa from the moment they walk in the door. In addition to our general orientation packet, Nelson can implement a customized orientation brochure for City of Santa Rosa temporary employees. Nelson will work directly with the key individuals at City of Santa to fully understand what is required to be successful on the job and what items a candidate should know prior to beginning an assignment.

5. **The process for ordering temporary help services. Include how orders are placed and the turnaround time needed from the time an order is placed to confirmation it is filled.**

One Point of Contact: Nelson has customized our order process for City of Santa Rosa based on the specific requirements and requests of the end users. Orders can be called in, emailed, faxed, or submitted online to the local Santa Rosa branch. Human Resources and managers can feel confident in knowing that they will have one central point of contact at Nelson who will listen and understand their needs, but will have a team of professionals supporting their needs. Nelson Staffing has worked with City of Santa Rosa for over 25 years and has a good understanding of their needs and culture.

Quick Response Time for Orders for Qualified Temporary Employees: Nelson understands that City of Santa Rosa needs a staffing company that can handle requests for temporary employees in a timely, safe, effective, simple, and value-added manner. Nelson's Recruiting Managers specialize in filling job orders quickly with the appropriate, high-quality people and in a manner, that fits City of Santa Rosa's corporate culture, diversity needs, and qualifications matched with great accuracy. Nelson responds to each client's request within thirty minutes, with the name of the person who will report to work or with a status report on our progress. Should City of Santa Rosa prefer to interview candidates prior to sending them to the job site, Nelson will provide resumes for review and schedule interviews on behalf of City of Santa Rosa. Nelson has an all hands-on deck policy when needed to fill same day requests or ASAP needs.

24-Hour Coverage: To handle immediate issues or concerns, a Nelson representative will be available twenty-four hours a day, seven days a week by cellular phone. Nelson is also readily available to temporary employees who have any issues or concerns.

6. Confirmation that the person assigned has arrived, and subsequent follow-up to ensure the temporary help service need is being at least adequately met.

Confirmation and Follow-up: A check in call to City of Santa Rosa Manager is made within 30 minutes of scheduled arrival time on first day of assignment. There is a four hour or eight-hour quality call to Manager and an end of day quality call to employee on first day of assignment.

7. Temporary help firm employee supervision, evaluation, and follow-up services.

A Commitment to Quality: Nelson's commitment to quality management and ability to monitor our clients' ongoing satisfaction has allowed us to develop and maintain long-term business relationships.

We believe that ongoing communication about our performance and how Nelson can improve and refine the quality of our service is vital to building a strong staffing partnership.

Client and Candidate Satisfaction: The primary elements of our client and candidate satisfaction evaluation program include:

- A check-in call to both City of Santa Rosa manager and Nelson employee the first day of a temporary employee's assignment.
- Quarterly Quality Questionnaire that Nelson conducts with each City of Santa Rosa manager.
- Check in calls with employees on assignment at City of Santa Rosa to ensure good fit.
- On-going open communication with employees on assignment including coaching, skills enhancement and counseling when needed.

8. Advance notification that an employee of the temporary firm is approaching or at the 6-month limit imposed limit in accordance with City's "Policy on Use of Agency Temporary Employees" and appropriate follow-up. (ATTACHMENT A).

Nelson will provide written notice to City of Santa Rosa's Human Resource Dept of any Nelson employee approaching the 6-month limit or 1000 hours (whichever comes first). Nelson will notify human resources and employee's manager within 30 days or when employee has 900 hours.

9. The billing process for services rendered. Include any commercial discount rates and service guarantees offered the City.

Invoicing Capabilities: Nelson understands that accurate, timely invoicing is an integral part of our service offering to our clients. Per City of Santa Rosa's request invoices are separated by candidate and emailed. Our invoicing capabilities consist of billing in a variety of formats, including sorting and subtotaling by virtually any included category. Some of the typical sorts and subtotal categories used by Nelson when invoicing clients are department, GL code, location, agency, and job description. Invoicing may also be generated in an electronic format per City of Santa Rosa specifications for upload to your own ERP system.

Invoicing Procedure: Billing is generated on Thursday for each pay period ending on the previous Sunday. Payroll information is combined with job order information to populate all the fields included in the invoices. Invoices are then distributed in the format requested by City of Santa Rosa, either paper or electronic. We have outlined the steps that make up this process below.

- Time cards are turned in by 10:00 am on Monday for the week ending Sunday.
- Time cards are audited and a payroll list is prepared by close of business Monday.
- Paychecks and standard invoices are prepared Tuesday and dated Thursday.
- Paychecks are available Thursdays through Direct Deposit, Cash Card or check.
- Standard invoices, with time card copies attached, are mailed to clients on Friday.

Invoicing Guarantee: Nelson is committed to providing City of Santa Rosa accurate and timely billing for both our employees and our subcontractors. To ensure that our billing is accurate, you will not be invoiced unless Nelson or its subcontractor has received a time card approved by City of Santa Rosa's authorized supervisor or manager. Nelson audits its payroll lists weekly for missing time cards to ensure timely billing.

Web-based Timekeeping: NelsonTime is a web-based timekeeping and expenses solution that simplifies and streamlines the timekeeping process for both workers and their managers. It is available to all Nelson employees on assignment at City of Santa Rosa.

Electronic Invoicing: Nelson currently invoices several clients via electronic transmission. Nelson's MIS Group can work with City of Santa Rosa on conforming to EDI/XML standards as they relate to direct electronic billing if City of Santa Rosa desires. Nelson currently can receive payments electronically (wire or electronic funds transfer).

Discounts: Nelson's strategy is to offer our clients high-quality service at a competitive price. Nelson has offered City of Santa Rosa very favorable rates.

Guarantees: Should any temporary employee provided by Nelson not meet City of Santa Rosa's expectations, you need only notify our staff within twenty-four hours of completion of the first workday and we will replace that individual.

Pricing Note: Nelson reserves the right to request from City of Santa Rosa an increased markup in the event of increase in employee statutory taxes, including, but not limited to, Federal Income Tax, Social Security Tax, Medicare Tax, CA State Income Tax, Unemployment, and Workers' Compensation.

10. Contract administration and reporting services.

- A. The proposed bill rates per fiscal year: Please see cost proposal section in Attachment B
- B. The consumer reporting agency: Please see cost proposal section in Attachment B
- C. The billing rate for "Payroll Service": Please see cost proposal section in Attachment B

11. Transition process for temporary service firm employment to City temporary employment.

Any employees with six months or 1,000 hours on assignment with City of Santa Rosa can convert to City of Santa Rosa's payroll at no charge. In the best interest of our Nelson employee, City of Santa Rosa, and Nelson we will work with any manager wanting to transition an employee to City of Santa Rosa's payroll prior to the free conversion of six months.

12. Any step or process which is in addition to or outside of the normal process which may add time to the placement process.

NONE

Attachment B. Cost Proposal

Section 1: Note: proposals must include rates for all jobs to be considered for award of this section

City of Santa Rosa Job Description	YEAR ONE 7/1/2017 – 6/30/2018 HOURLY RATE TO BE BILLED	YEAR TWO 7/1/2018 – 6/30/2019 HOURLY RATE TO BE BILLED	YEAR THREE 7/1/2019 – 6/30/2020 HOURLY RATE TO BE BILLED
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Accounting Technician (Special projects, not Accountant)	\$43.41	\$44.72	\$46.06
Accountant (Professional level)	\$61.30	\$63.14	\$65.03
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Senior Administrative Assistant (journey clerical)	\$29.25	\$30.70	\$32.25
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Legal Secretary	\$40.00	\$43.20	\$48.00
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Information Technology Technician (Help Desk, or field support)	\$48.00	\$48.00	\$48.00
Stores Clerk	\$24.00	\$24.75	\$25.00
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Building Plan Check*	N/A	N/A	N/A
Payroll Specialist	\$41.47	\$42.71	\$43.99
Programmer	\$100.00	\$100.00	\$100.00
Legal Assistant/Paralegal	\$43.20	\$46.40	\$51.20
TOTALS**	\$798.79	\$833.57	\$868.65

*Nelson will provide rates upon receipt of a job description for a Building Plan Check- position not listed on career website

Total 3 year costs (= hourly rate for each job added up for each year, then cumulative total for all 3 years – This is the number that will be used to score the cost portion of proposals) \$ \$2,501.01**

**Nelson requests further clarification from the City of Santa Rosa on ACA

Section 2:

Optional – bid jobs you feel the City may need in additional to or in lieu of Section 1 jobs: NONE

Consumer Reporting Agency

Consumer Reporting Agency Name: Certifinder

CURRENT RATE FOR:

- **Felony/misdemeanor check: \$7.00 per County**
- **Alias name search check: \$6.00**
- **Department of motor vehicles: \$5.00**
- **Credit Check: \$8.00**
- **Social Security Trace \$2.00**
- **Sex Offender Status \$5.00**

NOTE: DMV check or Credit Report would only be used if there was a nexus between the report and the assignment.

Billing Rate for "Payroll Service"

This is a rate the temporary agency will charge in the instance where the City requests that an individual, who has been recruited, screened and selected by the City, work at the City as an agency employee.

THE PROPOSED BILLING RATE FOR "PAYROLL SERVICE": 42%

NOTE: This rate should be a percentage markup over an hourly wage to be paid the employee as determined by the City and agreed upon by the Contractor.

Company Equal Employment Opportunity

EEO Policy: As an equal opportunity employer, Nelson is committed to supporting in spirit and in fact affirmative action guidelines and to providing equal employment opportunity to all.

This company policy statement affirms Nelson's commitment to administer all personnel practices without regard to race, creed, color, gender, sexual orientation, religion, marital status, national origin, status as a disabled veteran or veteran of the Vietnam era, legally protected physical and mental disability, age, or on any other basis that is protected under applicable federal, state, or local law with the exception of a bona fide occupational qualification.

According to the guidelines of Nelson's equal opportunity program, all temporary job assignments are to be conducted and filled only on the basis of job-related qualifications.

Required Data

Designated Contacts: Bidders are required to indicate in the space provided below, the designated contact individual's name, title, address, phone number, fax number and email address as requested in the City Contacts provisions of the Request for Proposals.

City of Santa Rosa

Proposal Process

Brandalyn Tramel
Purchasing Agent
Purchasing Office
635 Frist St. 2nd Floor
Santa Rosa, CA 95404
Phone: 707-543-3706
Fax: 707-543-3703
Email: btramel@srtcry.org

Consultant

Kelley Hartman
Senior Vice President
Nelson
2901 Cleveland Ave., Suite 100
Santa Rosa, CA 95403
Phone: 707-576-1670
Fax: 707-576-1694
Email: khartman@nelsonstaffing.com

Exhibit A: Contract Language

Nelson is willing to sign the agreement as noted in Attachment E. Nelson can provide a COI upon award of contract for all insurance requirements named in attachment one.

Exhibit B: Sample of Work Plan

CITY OF SANTA ROSA: Sample Work Plan

Date of Order: Feb 22, 2017

Expected Start Date: ASAP

Expected length of Assignment: 4 months

Reason for Position: Maternity Leave

Contact Name: Mark Setterland, Chief Building Official

Dept.: Planning and Economic Development Dept.

Position: Senior Administrative Assistant

Location: City Hall, Room 3

Hours of position: Monday through Friday 7:30-4:30

Background requirements for your dept.: Full City of Santa Rosa Background Check

Is this position an alternate work schedule? No

Is driving required on this position: No

Is cash handling required on this position: No

Special Instructions: Mark likes to review resumes prior to candidate starting - email resumes to Mark Setterland and Veronica Conner

Dress code: Business Casual

Positions utilized and skill level required: Strong customer service skills to answer incoming calls on the building phone line. Must be very customer service driven- able to handle busy workload, field lots of questions. Will also assist building division with other clerical and filing work

Special Instructions for employees prior or on their first day? Review dress code, importance of being on time & being an efficient worker. Nelson is employer of record to ensure candidate calls if any questions about assignment. Review NelsonTime, payroll procedures. Share that candidate can only be a temp on Nelson payroll at the City for 6 months or 1000 hours whichever comes first. If they see any positions they want to apply for they need to go through City website

Check with Human Resources to see if employee should report to Human Resources on first day to sign the loyalty oath

Parking: Employee can park in Public parking lot- cost is \$85.00 per month. There is some on street parking with maximum 4-hour limit

Copy of job order attached in the Nelson City of Santa Rosa Library

Exhibit C: Employment Application

NELSON

Employee Application

Date _____

Last 4 Digits of SSN _____

Name: Last _____ First _____ Middle Initial _____ Day _____ Last _____ First _____ Middle Initial _____

Address _____ City _____ State _____ ZIP _____

Home Phone _____ Cell Phone _____ Emergency Phone _____

Email Address _____

CHECK ALL OPTIONS THAT APPLY

Type of employment you are seeking? Temporary Temporary-to-hire Direct Hire Part-Time Full-Time

Positions Desired: _____ Minimum Salary Requested: _____

Currently Employed? Yes No How may we contact you? Home Phone Cell Phone Text Message Email

Professional License & Certification(s): CPA Teacher Engineer Other _____ State _____ License No. _____

How did you hear about Nelson? _____ Write in specific source _____ Fluent languages, if job-related: _____ (Indicate if you speak, write, or both)

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NELSON

Employee Application

Check Highest Grade Completed: High School 1 2 3 4 College 1 2 3 4 5 6 7

EDUCATION	NAME(S) OF SCHOOL(S)		LOCATION	MAJOR	DEGREE
	1	2	3	4	5

EMPLOYMENT HISTORY	LIST PREVIOUS FULL-TIME POSITIONS STARTING WITH MOST RECENT				
	1	2	3	4	5

EMPLOYMENT HISTORY	LIST PREVIOUS TEMPORARY, CONTRACT OR CONSULTATIVE POSITIONS STARTING WITH MOST RECENT				
	1	2	3	4	5

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PERSONAL	Can you submit verification that you have the legal right to work in the U.S.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No															
	Within 15 days of your start date, can you after employment submit a work permit or proof of graduation from high school or the equivalent?	<input type="checkbox"/> Yes	<input type="checkbox"/> No															
	Are you able to perform the essential duties of the position for which you are applying, with or without reasonable accommodation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No															
REFERENCES	LIST PREVIOUS FULL-TIME POSITIONS STARTING WITH MOST RECENT																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Company Name</th> <th>Position Title</th> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Company Name	Position Title	Start Date	End Date											
Company Name	Position Title	Start Date	End Date															

Nelson Associates, 21400 24th Street, Suite 200, Everett, WA 98201
 Phone: (425) 336-2200
 Email: hr@nelson.com

AGREEMENT TERMS	PLEASE READ CAREFULLY
	<p>In consideration for and as a condition of my employment offer with Gay D. Nelson Associates, Inc. (hereinafter "Nelson"), I agree to adhere to the rules and regulations of Nelson and I agree and understand that my employment is at-will. At any time, at the option of either party, I understand that no manager or representative of Nelson, other than the president or chairman of the company, has any authority to enter into any agreement for employees for any specified period of time, or to make any agreement contrary to the foregoing. Nelson does not discriminate with regard to sex, gender, marital status, age, religion, race, color, creed, marital status, ancestry, physical or mental disability, medical condition, veteran status, sexual orientation, gender identity or expression, or any other consideration protected by federal, state, or local laws. I acknowledge that I have received a copy of the Employee Application packet. I agree to observe these policies in all respects. I request the services of Nelson to assist me in seeking employment. The policies of Nelson may change and are subject to the provisions of this agreement as follows:</p>
	<ol style="list-style-type: none"> I certify that all employment information that I have provided is true and in consideration for possible employment with Nelson, I voluntarily consent and agree to the following: <ol style="list-style-type: none"> I authorize the prior employees I have listed to provide to Nelson information related to my employment history and qualifications for the position for which I am applying, without giving me notice of such disclosure, to: <ol style="list-style-type: none"> Federal, state, and local agencies; background checks; reference checks; credit checks; any other checks; any other checks; I understand and acknowledge that I am not an employee of Nelson until and until I accept a temporary assignment with Nelson. If and when I become an employee, I will be employed by Nelson and receive my wages from Nelson. I further understand and agree that, except for my at-will employment status, I hold my wages, hours, working conditions, job assignments, and compensation rates to be subject to change by Nelson. I hereby certify that I am not currently using illegal drugs or controlled substances. I agree to submit to legally permissible drug testing upon an offer of employment from Nelson and prior to starting work. I agree that any offer of employment is contingent upon my receiving a negative test result. I understand that if I am employed by Nelson, any false statements or misrepresentation or omission of facts on this application or on any supporting documents, regardless of which disclosure to be false or on said, may result in my immediate dismissal.
	<p>My signature below certifies that I agree to be bound by the terms and conditions stated in this application, which contains all the understandings between Nelson and me concerning the facts addressed herein, and supersedes any prior written or oral understandings between Nelson and me.</p> <p>Name (print): _____</p> <p>Signature: _____ Date: _____</p>

Nelson Associates, 21400 24th Street, Suite 200, Everett, WA 98201
 Phone: (425) 336-2200
 Email: hr@nelson.com

CITY OF SANTA ROSA			
Subject:	Approved By:	Effective Date	Number of Pages
USE OF AGENCY TEMPORARY EMPLOYEES		November 17, 2006	1 of 2

POLICY ON USE OF AGENCY TEMPORARY EMPLOYEES

1. PURPOSE

1.1 The purpose of this policy is to set forth a uniform policy and procedure to allow for utilizing outside employees hired through temporary employment agencies in appropriate circumstances.

2. POLICY

2.1 Agency temporary employees shall be used only for purposes of meeting a need for additional staffing to cover a vacancy during the recruitment period necessary to fill the position, to cover a temporary vacancy in a position while an employee is on leave or to provide additional staffing for specific projects or temporary increase in work flow. Agency Temporary Employees shall not be used to fill an ongoing need for staffing.

2.2 All requests for an agency temporary employee shall be forwarded to Human Resources who will contact the appropriate employment agency or make other arrangements with the department to obtain the requested staffing for the department. An Agency Temporary Employee shall be required to meet the minimum qualification for the classification of work they will be performing.

2.3 A temporary agency employee shall not be used by the City for more than a six (6) month period. The time that the temporary agency employee has worked for another department shall be included in said period. If the staffing need extends beyond this time period, the department shall consult with Human Resources regarding the appropriate approach to fill this need.

2.4 Temporary Agency Employees who desire employment with the City for any City position shall be required to apply for the City position pursuant to the same process and shall meet the same qualifications as any other non-city applicant for said position in order to become a City Employee.

2.5 Temporary Agency Employees are expected to comply with all applicable City policies regarding their behavior in the workplace. Any violation of such policy by an agency temporary employee shall immediately be reported to Human Resources.

2.6 A professional services contract with an individual or a firm to perform work normally done by City staff shall not be used to circumvent the purpose of this policy.

CITY OF SANTA ROSA			
Subject:	Approved By:	Effective Date	Number of Pages
USE OF AGENCY TEMPORARY EMPLOYEES		November 17, 2006	2 of 2

3. PROCEDURE

3.1 Hiring department completes a Human Resources requisition and submits to the Human Resources Department. The requisition shall indicate the classification desired, a description of the duties to be performed, the reason for the request (seasonal work, work load peak, vacant position, vacation/illness relief), and the duration of the assignment including the anticipated end date.

3.2 Hiring department representative will contact the department's Human Resources Technician to determine the best method for filling the temporary vacancy. When it is determined that use of an agency temporary is the best method, the Human Resources Technician will, or authorize the hiring department to, contact a temporary agency to place the order.

3.4 The agency temporary employee will report to the hiring department. On the employee's first day, the temporary employee shall go to Human Resources to sign the loyalty oath.

3.5 The Human Resources Department will process payments for agency temporaries, using charge numbers from the hiring department.

Exhibit B

Exhibit B: Revised Cost Proposal

Section 1: Note: proposals must include rates for all jobs to be considered for award of this section

City of Santa Rosa Job Description	YEAR ONE 7/1/2017 – 6/30/2018 HOURLY RATE TO BE BILLED	YEAR TWO 7/1/2018 – 6/30/2019 HOURLY RATE TO BE BILLED	YEAR THREE 7/1/2019 – 6/30/2020 HOURLY RATE TO BE BILLED
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