

CITY CLERK ORIGINAL

C-7480-5
06/18/2015

**AMENDMENT NO. 5
TO
TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD OPERATIONS
FOR ASSIGNMENT OF AGREEMENT
(City of Glendale Solicitation No. RFP 11-21, Contract C-7480)**

This Amendment No. 5 ("Amendment") to an Agreement for Temporary Workers For Recycling Facility and Field Operations ("Agreement") is entered into as of the 18 day of June, 2015 to be effective March 9, 2015 ("Effective Date"), by and among the City of Glendale, an Arizona municipal corporation ("City"), TS Staffing Services, Inc., a Texas corporation authorized to do business in Arizona ("Assignor"), and Staff4Jobs, LLC, dba Lyneer Staffing Solutions, a New Jersey domestic limited liability company authorized to do business in Arizona ("Assignee"), collectively referred to herein as the "Parties."

RECITALS

- A. City and Assignor entered into an Agreement for Temporary Workers for Recycling Facility and Field Operations, Contract No. C-7840, dated November 23, 2010 ("Agreement"); and
- B. The original Agreement had an initial one-year term beginning November 23, 2010 through November 22, 2011 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Assignor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from January 1, 2012 through December 31, 2012 and amended compensation; and
- D. City and Assignor previously entered into Amendment No. 2, extending the term of the Agreement from November 23, 2012 through November 22, 2013; and
- E. City and Assignor previously entered into Amendment No. 3, extending the term of the Agreement from November 23, 2013 through November 22, 2014 and amended compensation; and
- F. City and Assignor previously entered into Amendment No. 4, extending the term of the Agreement through November 22, 2015 and revised compensation as set forth in Exhibit B-Amendment 4, attached hereto as Exhibit A; and
- G. Assignor now wishes to assign and transfer to Assignee all of the Assignor's rights and obligations under the Agreement, as amended, and Assignee desires to assume all of Assignor's rights and obligations as provided in this Assignment, as of the Effective Date; and

H. The City consents to the Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. This Assignment shall not be construed in any way as modifying, waiving or affecting any of the terms, covenants, conditions or agreements contained in the Agreement, except as expressly provided herein. The terms and conditions of the Agreement, including all previous amendments, are fully incorporated herein by this reference and attached hereto as Exhibit A.
3. The existing insurance certificate is expiring and a new certificate is required and must be received by the Materials Management prior to the execution of this Amendment.
4. Section 11.2, Representatives, is amended to replace the Contractor's Representative with the following:

Ann Marie Fitzpatrick, Controller
Staff4Jobs, LLC, dba Lyneer Staffing Solutions
1011 Whitehead Road Extension
Ewing, NJ 08638

Billing and Remits to:
Lyneer Staffing Solutions
1011 Whitehead Road Ext
Ewing, NJ 08638

5. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights and obligations under the Agreement, as amended, which arise on or after the Effective Date.
6. Assignee hereby accepts all assignment of the rights and obligations of Assignor under the Agreement, as amended, but only to the extent they arise on or after the Effective Date, and agree to be bound by and perform such obligations pursuant to the terms of the Agreement and this Assignment.
7. City consents and agrees to the assignment and assumption of the Agreement by Assignor to Assignee, as stated herein.

8. This Assignment may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute the same Assignment. Any signature page of a counterpart or any electronic facsimile may be attached to any other counterpart to complete a fully executed counterpart of this Assignment, and any telecopy or other facsimile transmission of any party's signature will be considered an original and binding upon the party.
9. This Assignment is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
10. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties execute this Assignment to be effective as of the date set forth above.

“Assignee”:

Staff4Jobs, LLC, dba Lyneer Staffing Solutions, a New Jersey domestic limited liability company

Ann Marie Fitzpatrick
Ann Marie Fitzpatrick
Controller

“Assignor”:

TS Staffing Services, Inc., dba Corporate Resource Services, a Texas corporation

~~Michelle Schultz~~
~~VP of Sales~~

STATE OF New Jersey)
) ss.
County of MERCER)

This instrument was acknowledged before me this 11th day of JUNE, 2015 by Ann Marie Fitzpatrick of Staff4Jobs, LLC, dba Lyneer Staffing Solutions, a New Jersey domestic limited liability company authorized to do business in Arizona.

Robert L. Popp
Notary Public

(SEAL)

ROBERT L. POPP
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/27/2016
Commission Expiration

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2015 by _____ of TS Staffing Services, Inc., dba Corporate Resource Services, a Texas corporation authorized to do business in Arizona. .

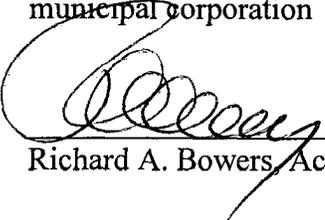
Notary Public

(SEAL)

Commission Expiration

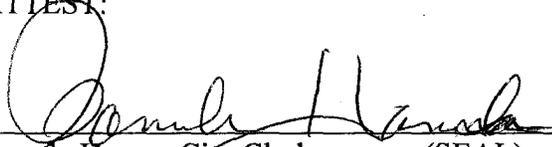
“City”:

CITY OF GLENDALE, an Arizona
municipal corporation



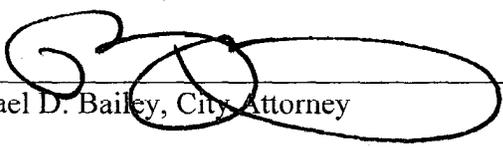
Richard A. Bowers, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

EXHIBIT A

**AMENDMENT NO. 5
TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD OPERATIONS**

[See attached Agreement (C-7480) and Amendment Nos. 1-4.]

**CITY CLERK
ORIGINAL**

C-7480
11/23/2010

**AGREEMENT FOR
Temporary Workers for Recycling Facility and Field Operations
City of Glendale Solicitation No. RFP 11-21**

This Agreement for temporary workers for the recycling facility and Field Operations ("Agreement") is entered into between City of Glendale, an Arizona municipal corporation ("City"), and Lumea Staffing, Inc., a[n] Nevada corporation, authorized to do business in Arizona (the "Contractor") as of the 23rd day of November, 2010.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Solicitation No. RFP 11-21, **Exhibit A** hereto (the "Project");
- B. City desires to retain the services of Contractor to perform those *specific duties and produce the specific work* as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

(A) Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

3.4 Coordination; Interaction.

- (A) For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- (B) Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- (A) Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et. seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- (B) Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- (C) City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$720,000.00 annually, as specifically detailed in Exhibit B (the "Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - (A) Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - (B) Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$\$1,000,000.00 per occurrence and \$500,000.00 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$\$1,000,000.00 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000.00 per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (F) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 9.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing; and
 - (B) Delivered in person or by private express overnight delivery service (*delivery charges prepaid*), certified or registered mail (return receipt requested); and
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) The solicitation, any addendums and the response submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. The attached Contractor response modifies the original solicitation as stated. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

EXHIBIT A
Temporary Workers for Recycle Facility and Field Operations
Solicitation No. RFP 11-21

PROJECT

[see attached]

EXHIBIT C
Temporary Workers for Recycle Facility and Field Operations
Solicitation No. RFP 11-21

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

Exhibit A – Project
Scope of Work
Temporary Workers for Recycle Facility and Field Operations

1. Contractor shall provide an initial orientation and follow up training on general safety policies and procedures related to the work environment to all temporary workers.
2. The contractor's training must be in compliance with City and the Occupational Safety and Health Administration (OSHA) standards.
3. The contractor shall submit a copy of the safety training plan and training manual for temporary workers.
4. The contractor must comply with the State of Arizona E-Verify and federal I-9 regulations for each of their employees sent to the City under this contract.
5. The contractor shall perform a background check for each of their employees prior to being sent to the City.
6. The background check (5.) shall include a state and federal criminal history check, employment verifications, and references for the preceding three employers in an attempt to screen out workers sent to the City with unsatisfactory work habits, undesirable character, prior poor work performance and/or prior disciplinary/termination issues.
7. For all positions requiring a Commercial Driver's License the contractor shall fulfill all stipulations under the Federal Motor Carrier Safety Act (FMSCA). This must be in compliance with City and FMSCA standards.
8. The contractor shall produce computer generated, acceptable employee tracking reports to the city.
9. Hours/Days of Operation

7:00 am – 3:30 pm Tuesday, Wednesday, Thursday and Friday (32 hours per week)
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10. Number hours per week may fluctuate based on market conditions and operational needs.
11. The hours are not guaranteed but are an estimate based on current operations and incoming tonnage.
12. There may be occasions when additional days of work are required due to equipment down time or an increase of incoming material has occurred.
13. The contractor shall provide an on-site representative for the first thirty (30) days of the contract.

Exhibit A – Project
Scope of Work
Temporary Workers for Recycle Facility and Field Operations

OSHA & City approved hearing protection (where required)
City approved dust masks (per ADOSH requirements)

27. The contractor's employees shall not be allowed to work without required PPE.

28. The contractor's employees may be exposed to the following work conditions:

Extreme cold and extreme heat
Dust from recycling operations
Liquids from residues left in recyclables
Moving conveyors and machine parts
Stairways and high elevations above floor level

29. The contractors employees must have the ability to:

Perform repetitive motion, using arms, hands and back for the purpose of sorting recyclables
Have good hand/eye coordination
Be able to work a flexible work schedule
Be willing to perform tasks outside of their primary function
Stand for long periods of time
Wear required safety equipment: eye protection, gloves, work boots, and face shields

30. The contractor's employees may be terminated for not following general city policies and procedures which may include, but are not limited to:

Performance
Salvaging
Safe work practices
PPE requirements
Insubordination
Sexual and work place harassment

31. LINE SORTER/GENERAL LABORER – ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

31.1 Essential Functions:

Responsible for removing contaminants from recyclables
Responsible for separating and classifying recycling materials
Responsible for maintaining a safe and clean work environment
Litter control
Performs other related duties as assigned

31.2 Number of anticipated contractor Line Sorter staff: 22 positions (average).

Exhibit A – Project
Scope of Work
Temporary Workers for Recycle Facility and Field Operations

33. FORK LIFT OPERATOR -- ENGLISH OR BILINGUAL [ENGLISH-SPANISH] - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

33.1 Essential Functions:

Responsible for forklift post and pre-trip inspections
Responsible for the safe sorting, moving, and stacking of recycled material
Responsible for the dumping of waste containers (tilt hoppers)
Responsible for working with the Account Specialist II for verification of load weights and material quality
Performs other related duties as assigned

33.2 Number of anticipated contractor Fork Lift Operators: 1 staff

33.3 An estimated 2,080 labor hours may be needed annually. This number may fluctuate based on market conditions and operational needs.

33.4 Salary: Fork Lift Operators shall start at \$7.50 per hour.

33.5 A \$0.50 per hour raise will be authorized after completion of employees first 30 days assigned to Forklift Operator duties. All pay raises will be incremental as outlined below:

After 30 days: \$8.00
After 60 days: \$8.50
After 120 days: \$9.00

33.6 Fork Lift Operators may reach the top of the pay rate at 120 days.

34. ROLL-OFF TRUCK/GENERAL EQUIPMENT OPERATOR - ESSENTIAL FUNCTIONS, HOURS AND SALARY RANGE

34.1 Essential Functions:

Responsible for roll-off truck pre-trip and post trip/safe operation
Responsible for wheel loader pre-trip and post trip/safe operation
Responsible for baler pre-trip and post trip/safe operation
Responsible for forklift pre-trip and post trip inspections/safe operation
Responsible for the safe sorting, moving, and stacking of recycled material
Responsible for the dumping of waste containers (tilt hoppers)
Responsible for working with the Account Specialist II for verification of load weights and material quality
Responsible for running the main sort line
Performs other related duties as assigned

34.2 Special requirement: Must have a Class B Commercial Driver's License (CDL) or higher classification.

**CITY CLERK
ORIGINAL**

C-7480-1
11/27/2011

 GLENDALE	Contract Amendment No. One (1) RFP # 11-21 – Contract #C-7480 Temporary Workers Recycling Facility and Field Operations
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<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>

In accordance with the Special Terms and Conditions, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 18th day of November 2011. The term of the contract is hereby extended from January 1, 2012 through December 31, 2012, unless terminated, canceled or extended as provided within the contract.

A price increase, to the total amount as listed for the following positions shall be implemented beginning with this agreement. This change is due to the state minimum pay rate changes effective January 1, 2012.

- Line Sort Line Sorter - \$10.02 per hour
- Line Leads - \$10.68 per hour
- Forklift Drivers - \$10.68 per hour
- CDL/Machine Operator - \$16.11

All other provisions of the contract shall remain in their entirety.

With the extension of this agreement, a current insurance certificate is required. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor. The current insurance expires May 1, 2012.

Please email the signed amendment to Julie Patterson at jpatterson@glendaleaz.com by November 29, 2011.

In witness whereof, the parties hereto have executed this amendment to be effective the date first written above.

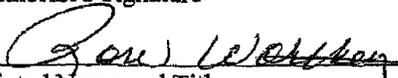
Contractor hereby acknowledges receipt of and is in agreement with the amendment. A signed copy must be filed with the City of Glendale Materials Management office. Please provide current information if the address has changed.

Lumea Staffing, Inc.
15010 N. 78t, Suite 204 Scottsdale, AZ 85260
Phone: 602-614-7012
Email: rworthy@lumeastaffing.com

Authorized Signature

Date

Printed Name and Title


Ron Worthey

11-27-2011

U. P. Sales

CITY CLERK ORIGINAL

C-7480-2
12/16/2012

 GLENDALÉ	<p align="center">Contract Amendment No. 2 RFP #11-21 Temporary Workers-MRF</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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In accordance with the Special Terms and Conditions and, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 13th day of December 2012. The term of the contract is hereby extended from November 23, 2012 through November 22, 2013, unless terminated, canceled or extended as provided within the contract. All other provisions of the contract shall remain in their entirety.

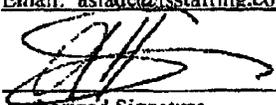
Please email the signed amendment to Victoria Jackson, at vjackson@glendaleaz.com.

With the extension of this agreement, a current insurance certificate is required. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

In witness whereof, the parties hereto have executed this amendment to be effective the date first written above.

Contractor hereby acknowledges receipt of and is in agreement with the amendment. A signed copy must be filed with the City of Glendale Materials Management office. Please provide current information if the address has changed.

Abbe Slade, Business Account Manager
TS Staffing Services, Inc.
5146 West McDowell Road
Phoenix, Arizona 85035
Phone: 602-435-9861
Email: aslade@tsstaffing.com

 _____ 12-16-12
Authorized Signature Date

Abbe Slade - Business Account Manager
Printed Name and Title

CITY CLERK
ORIGINAL

C-7480-3
12/12/2013

AMENDMENT NO. THREE (3)

TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD
OPERATIONS (Contract No. C-7480)
City of Glendale Solicitation No. RFP 2011-21

This Amendment to the temporary workers for the recycling facility and Filed Operations Agreement is made this 12th day of Dec, 2013, by and between the City of Glendale, an Arizona municipal corporation ("City") and TS Staffing an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Property Management Agreement, Contract No. C-7480, dated November 23, 2010 ("Agreement"); and
- B. City and Contractor previously amended the Agreement on November 11, 2011 (Amendment One), December 13, 2012 (Amendment Two).
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from November 23, 2013 through November 22, 2014, unless otherwise terminated or canceled as provided by the Agreement.
- 3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set

EXHIBIT B-AMENDMENT NO. 3

AMENDED COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The new bill rate for this contract extension;

- Line Sorter - **\$11.22** *(Current employee pay **\$8.35** x 34.35% mark-up = \$11.22)
- Line Lead - **\$13.17** *(Current employee pay **\$9.80** x 34.35% mark-up = \$13.17)
- Forklift Drivers - **\$13.17** *(Current employee pay **\$9.80** x 34.35% mark-up = \$13.17)
- CDL/Machine Operator- **\$18.81** *(Current pay **\$14.00** x 34.35% mark-up = \$18.81)

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed the original; amount of this contract.

DETAILED PROJECT COMPENSATION

**CITY CLERK
ORIGINAL**

C-7480-4
11/23/2014

AMENDMENT NO. 4
TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD
OPERATIONS SERVICE AGREEMENT
(RFP 11-21 Contract No. C-7480)

This Amendment No. 4 ("Amendment") for Temporary Workers for Recycling Facility and Field Operations Service Agreement is made to be effective the 23rd day of November, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and TS Staffing Services, Inc. d.b.a. Corporate Resource Services, a Texas corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Service Agreement, Contract No. C-7480, dated November 23, 2010 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning November 23, 2010 and provided the option to extend the term for an addition four (4) years in one-year increments; and
- C. City and Contractor previously amended the Agreement in Contract Amendment No. 1, extending the term of the Agreement from January 1, 2012 through December 31, 2012; and
- D. City and Contractor previously amended the Agreement in Contract Amendment No. 2, extending the term of the Agreement from November 23, 2012 through November 22, 2013; and
- E. City and Contractor previously amended the Agreement in Contract Amendment No. 3, extending the term of the Agreement from November 23, 2013 through November 22, 2014.
- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

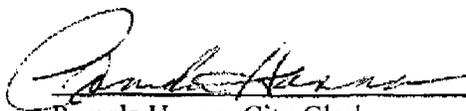
2. **Term.** The term of the Agreement is extended for a one-year period from November 23, 2014 through November 22, 2015, unless terminated or canceled as provided in the Agreement. All other provisions of the Agreement shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 4, attached hereto.
5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



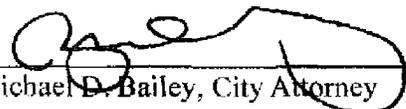
Brenda S. Fischer, City Manager

ATTEST:



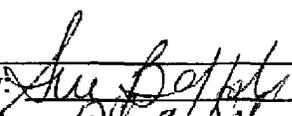
Pamela Hanna, City Clerk (SEAL)

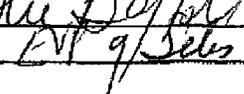
APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

TS Staffing Services Inc.
d/b/a Corporate Resource
Services, a Texas
corporation
4135 N. 108th Ave Suite 101
Phoenix, AZ 85037
Phone: 602-885-1024
Email: mschultz@crsco.com

By: 

Its: 

EVP of Sales

EXHIBIT B-AMENDMENT NO. 4

**TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD OPERATIONS
AMENDED COMPENSATION**

METHOD AND AMOUNT OF COMPENSATION

Starting November 23, 2014, the billing rates shall be as follows:

- Line Sorter - **\$11.22** per hour
- Line Lead - **\$13.17** per hour
- Forklift Drivers - **\$13.17** per hour
- CDL/Machine Operator - **\$18.81** per hour

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$720,000.00 and be in accordance with available City budget. Contractor is not guaranteed \$720,000.00.

DETAILED PROJECT COMPENSATION

All other compensation provisions of the contract shall remain in their entirety.

**CITY CLERK
ORIGINAL**

**C-7480-4
11/23/2014**

**AMENDMENT NO. 4
TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD
OPERATIONS SERVICE AGREEMENT
(RFP 11-21 Contract No. C-7480)**

This Amendment No. 4 ("Amendment") for Temporary Workers for Recycling Facility and Field Operations Service Agreement is made to be effective the 23rd day of November, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and TS Staffing Services, Inc. d.b.a. Corporate Resource Services, a Texas corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Service Agreement, Contract No. C-7480, dated November 23, 2010 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning November 23, 2010 and provided the option to extend the term for an addition four (4) years in one-year increments; and
- C. City and Contractor previously amended the Agreement in Contract Amendment No. 1, extending the term of the Agreement from January 1, 2012 through December 31, 2012; and
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- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

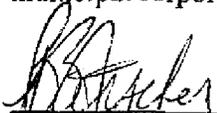
AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

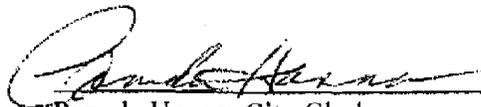
2. **Term.** The term of the Agreement is extended for a one-year period from November 23, 2014 through November 22, 2015, unless terminated or canceled as provided in the Agreement. All other provisions of the Agreement shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 4, attached hereto.
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6. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



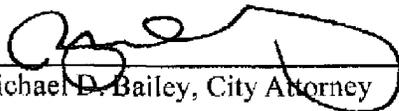
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

TS Staffing Services Inc.

d/b/a Corporate Resource

Services, a Texas

corporation

4135 N. 108th Ave Suite 101

Phoenix, AZ 85037

Phone: 602-885-1024

Email: mschultz@crsco.com

By: _____

Its: _____

Shirley Boffetti
VP of Sales

EXHIBIT B-AMENDMENT NO. 4

**TEMPORARY WORKERS FOR RECYCLING FACILITY AND FIELD OPERATIONS
AMENDED COMPENSATION**

METHOD AND AMOUNT OF COMPENSATION

Starting November 23, 2014, the billing rates shall be as follows:

- Line Sorter - **\$11.22** per hour
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- Forklift Drivers - **\$13.17** per hour
- CDL/Machine Operator - **\$18.81** per hour

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The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$720,000.00 and be in accordance with available City budget. Contractor is not guaranteed \$720,000.00.

DETAILED PROJECT COMPENSATION

All other compensation provisions of the contract shall remain in their entirety.