



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 1, 2017

Staff Contact: Laura Rader

Agenda Title: For Possible Action: To approve Amendment No. 2 to Contract No. 1314-203 with Marathon Staffing for Temporary Staffing Services to increase the contract amount by \$400,000 through June 30, 2017 for a total contract amount of \$1,900,000 to be funded from the various Department's/Elected Office's hourly and project accounts. (Laura Rader; Lrader@carson.org).

Staff Summary: City Departments utilize temporary staffing to fill short-term or seasonal staffing needs or as specific projects arise. Currently, part time labor is being used for Sewer, Water, and Street projects which were unanticipated when this contract was established 3 years ago. In addition, Departments that receive grants will hire temporary staff specific to that grant for a limited time frame.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Amendment No. 2 to Contract No. 1314-203 with Marathon Staffing for Temporary Staffing Services to increase the contract amount by \$400,000 through June 30, 2017 for a total contract amount of \$1,900,000 to be funded from the various Department's/Elected Office's hourly and project accounts.

Board's Strategic Goal

Efficient Government

Previous Action

On June 19, 2014 the Board of Supervisors approved Contract 1314-203 in the amount of \$1,500,000 for FY 14/15 and approved Amendment No. 1 on June 18, 2015 to extend the contract terms to June 30, 2017.

Background/Issues & Analysis

Pursuant to NRS 332.115(1)(b): Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115
CCMC 8.04.127

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: This amendment will cover increases in the following departments:

Health (Grants) \$208,000

Fire	\$ 50,000
Parks & Rec.	\$ 50,000
Sheriff	\$ 14,000
Various Depts.	\$ 78,000

Total: \$400,000

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, appropriate accounts will be reduced accordingly.

Alternatives

Not approve amendment and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract #: # 1314-203
Title: Temporary Staffing Services
Amendment # 2

If Consideration will be amended, please indicate amount: Increase annual amount by \$400,000

Reason for amendment: To fill short-term or seasonal staffing needs

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Finance

Name/Title: Nancy Paulson, Chief Financial Officer

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Laura Rader, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Marathon Staffing:

Name/Title: Chris Panagiotopoulos, President

Signature: _____ Date: _____

Temporary Staffing

Department	Year to Date Actual thru February 17	Projection thru Fiscal Year End	Total FY 17	FY 18 Projection
Treasurer	\$ 2,186	\$ 4,500	\$ 6,686	\$ 2,500
IT	2,250		2,250	7,000
Sheriff	24,938	19,151	44,089	48,000
Health	111,543	280,977	392,520	415,000
Planning	6,383	10,449	16,832	18,000
Fire	46,288	49,253	95,541	100,000
PW	351,044	373,433	724,477	760,000
Courts	36,652	20,900	57,552	60,500
Alt Sentencing	20,301	14,500	34,801	37,000
Parks	155,675	196,046	351,722	370,000
Library	26,581	12,829	39,410	42,000
Facilities	14,862	16,103	30,965	35,000
Landfill	52,087	47,913	100,000	105,000
	<u>\$ 850,789</u>	<u>\$ 1,046,055</u>	<u>\$ 1,896,844</u>	<u>\$ 2,000,000</u>

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: June 5, 2015

Agenda Date Requested: June 18, 2015
Time Requested: 5 Minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Staff's recommendation to approve Amendment No. 1 to Contract No. 1314-203 with Marathon Staffing, titled "Temporary Staffing Services" to increase the contract term from June 30, 2015 to June 30, 2017 and allow access to temporary staffing for a not to exceed cost of \$1,500,000.00 annually to be funded from the Department's/Elected Office's hourly accounts and project accounts as provided in FY 2015/2016, and as anticipated to be provided in FY 2016/2017 budget. (Sheri Russell)

Staff Summary: On June 19, 2014 the Carson City Board of Supervisors approved the above listed contract in the amount of \$1,500,000.00 for FY 2014/2015. Staff is recommending amending contract 1314-203 through June 30, 2017, to provide Carson City with temporary staffing services for FY 2015/2016 and FY 2016/2017.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept staff's recommendation to approve Amendment No. 1 to Contract No. 1314-203 with Marathon Staffing, titled "Temporary Staffing Services" to increase the contract term from June 30, 2015 to June 30, 2017 and allow access to temporary staffing for a not to exceed cost of \$1,500,000 annually to be funded from Department's/Elected Office's hourly accounts and project accounts as provided in FY 2015/2016 budget, and as anticipated to be provided in FY 2016/2017 budget. (Sheri Russell)

Explanation for Recommended Board Action: Marathon Staffing Services contract is set to expire on June 30, 2015. Staff is recommending the contract term be increased to June 30, 2017 to provide for temporary staffing needs of the City for FY 2015/2016 and FY 2016/2017.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 1(b).

Fiscal Impact: \$1,500,000.00 Annually

Explanation of Impact: If approved various Carson City Department accounts as well as project accounts could be reduced by \$1,500,000.00 for FY 2015/2016 and FY 2016/2017.

Funding Source: Various Carson City Department's/Elected Office's Hourly and project Accounts as provided for in FY 2015/2016 budget and anticipated to be provided for in FY 2016/2017 budget.

Supporting Material: Amendment No. 1 to Contract 1314-203.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By:

Yusuf A. P. Lita
(Finance)

Wick Mariano
(City Manager)

[Signature]
(District Attorney)

Date: 6/9/15

Date: 6/9/15

Date: 6-9-15

Board Action Taken:

Motion:

APP

- 1) KIA
- 2) BB

5/0
Aye/Nay 4/1

JAM

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1314-203
Title: Temporary Staffing Services**

THIS AMENDMENT is made and entered into this 18th day of June, 2015, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Marathon Staffing, hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1314-203**.

WITNESSETH:

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1314-203** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 1 of **CONTRACT # 1314-203** to provide in its entirety as follows:

This Contract shall be effective from July 1, 2014, subject to Carson City Board of Supervisors' approval (anticipated to be June 19, 2014) to June 30, 2017, unless sooner terminated by either party as specified in **Section 6 Contract Termination**.

2 Amend Paragraph 2.1 of **CONTRACT #1314-203** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** for a total not to exceed maximum amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), annually.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

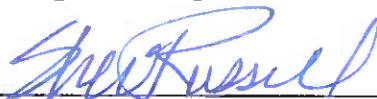
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1314-203
Title: Temporary Staffing Services**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

By: 
Sheri Russell, Accounting Manager

DATED 7/1/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED 6/9/15

CITY'S ORIGINATING DEPARTMENT

BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 6/9/15

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1314-203
Title: Temporary Staffing Services**

Tom Krippaehne, deposes and says: That he is the CONTRACTOR or authorized agent of the CONTRACTOR; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Chris Panagiotopoulos

TITLE: President

FIRM: Marathon Staffing

CARSON CITY BUSINESS LICENSE #: 15-29921

Address: 6785 S. Eastern Avenue, Suite 2

City: Las Vegas State: NV Zip Code: 89119

Telephone: 702-307-1320/ Fax #: 775-200-0929

E-mail Address: cpanos@marathonstaffing.com

Chris Panagiotopoulos
(Signature of CONTRACTOR)

DATED 7-30-15

STATE OF Massachusetts)

County of Middlesex) ss

Signed and sworn (or affirmed) before me on this 30th day of July, 2015, by Chris Panagiotopoulos.

Colleen M. Foye
(Signature of Notary)

(Notary Stamp)



COLLEEN M. FOYE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 27, 2020



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1314-203
Title: Temporary Staffing Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 18, 2015, approved the acceptance of **CONTRACT No. 1314-203**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.


CARSON CITY, NEVADA



ROBERT L CROWELL, MAYOR

DATED this 18th day of June, 2015.

ATTEST:


SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 18th day of June, 2015.

**City of Carson City
Agenda Report**

Date Submitted: June 5, 2014

Agenda Date Requested: June 19, 2014

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract 1314-203 for Carson City Staffing Services in the amount of \$1,500,000.00 to Marathon Staffing to be funded from the Various City Department's/Elected Office's Hourly accounts and Project Accounts for FY 2014/2015. (Kim Belt)

Staff Summary: This contract is to provide cost effective temporary staffing services. Carson City utilizes Marathon's staffing services to fill short-term staffing needs for either short-term or mid-term assignments. Ten (10) firms submitted proposals in 2013, for the Request for Proposals and after review by the selection committee four (4) firms were selected for oral interviews. Based on the proposal submittal and the interview, the firm Marathon Staffing was selected via RFP #1213-120 – Request for Proposals for Carson City Temporary Staffing Services. The contract provided a one year term, expiring on June 30, 2014. This contract will allow the City to continue to use the services provided by Marathon Staffing for an additional year with the same fees. The only reservation made by Marathon Staffing, is the right to review the fees following the January 1, 2015 implementation of the Affordable Care Act. This contract is the renewal for a second year.

Type of Action Requested: (check one)

- Resolution
- Ordinance
- Formal Action/Motion
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract 1314-203 for Carson City Staffing Services in the amount of \$1,500,000.00 to Marathon Staffing to be funded from the Various City Department's/Elected Office's Hourly accounts and Project Accounts for FY 2014/2015. (Kim Belt)

Explanation for Recommended Board Action: Through this contract, Marathon Staffing will provide Staffing Services for all Carson City Departments/Elected Offices. The cost of the services to be provided has been identified in an amount not to exceed \$1,500,000.00. Marathon Staffing, has agreed to renew the contract with no changes in the rate or terms and conditions with the option to review Affordable Care Act costs effective January 1, 2015.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 1(b).

Fiscal Impact: \$1,500,000.00

Explanation of Impact: If approved the Various Carson City Department funds will be reduced by up to \$1,500,000.00.

Funding Source: Various Carson City Department's/Elected Office's Hourly and Project Accounts as provided for in FY 2014/2015.

Supporting Material: Contract 1314-203 and Letter from Marathon Staffing.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Richard Marano Date: 6/10/14
(City Manager)
[Signature] Date: 6/10/14
(District Attorney)
[Signature] Date: 6/10/14
(Finance Director)

Board Action Taken:

Motion: App. 1) BB 50
2) KA Aye/Nay

[Signature]
(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

THIS CONTRACT is made by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Marathon Staffing hereinafter referred to as the "**CONTRACTOR**".

1 CONTRACT TERM:

1.1 This Contract shall be effective from July 1, 2014 to June 30, 2015, unless sooner terminated by either party in accordance with its terms.

2 CONSIDERATION:

2.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** for a total not to exceed maximum amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00).

2.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

2.3 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

2.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

2.5 The continuation of this Contract beyond June 30, 2015 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

For P&C Use Only	
CCBL expires	12/31/14
GL expires	5/12/15
AL expires	5/19/15
PL expires	5/12/15
WC expires	5/12/15

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

3 NOTICE:

3.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

Chris Panagiotopoulos, President
Marathon Staffing
6785 S. Eastern Avenue, Suite 2
Las Vegas, Nevada 89119
702-307-1320/FAX No. 775-200-0929
cpanos@marathonstaffing.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 **CITY Responsibilities:**

4.7.1 **CITY** shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonably required by **CONTRACTOR** relating to the **SERVICES**.

4.7.2 **CITY** shall provide access to and make all provisions for **CONTRACTOR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONTRACTOR** to perform the **SERVICES**.

4.7.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONTRACTOR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.

4.7.4 It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by **CITY**.

5 **TIMELINESS OF BILLING SUBMISSION:**

5.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONTRACTOR.

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 This Contract may be terminated by either party without cause by giving the other party ten (10) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6.2 Cause Termination for Default or Breach:

6.2.1 A default or breach may be declared with or without termination.

6.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.2.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.2.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.2.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.2.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.2.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.2.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

6.3 Time to Correct:

6.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 Winding Up Affairs Upon Termination:

6.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.4.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.4.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

6.4.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

6.4.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.

7 REMEDIES:

7.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

8 LIMITED LIABILITY:

8.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

fiscal year budget in existence at the time of the breach. CONTRACTOR'S tort liability shall not be limited.

9 FORCE MAJEURE:

9.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10 INDEMNIFICATION:

10.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

10.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

10.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

10.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

10.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11 INDEPENDENT CONTRACTOR:

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

11.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

12 INSURANCE REQUIREMENTS:

12.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

12.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

12.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

12.4 Insurance Coverage:

12.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

12.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

12.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

12.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.5 General Requirements:

12.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

12.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

12.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

12.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

12.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

12.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

12.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

12.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 12.5.2.

12.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.1 Minimum Limits required:

13.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

13.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

13.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

14.1 Minimum Limit required:

14.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

14.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15 PROFESSIONAL LIABILITY INSURANCE:

15.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of this Contract

15.3 Discovery period: Three (3) years after termination date of this Contract.

15.4 A certified copy of this policy may be required.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

16.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17 BUSINESS LICENSE:

17.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

17.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

19.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 SEVERABILITY:

20.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

21 ASSIGNMENT/DELEGATION:

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

23 PUBLIC RECORDS:

23.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

24 CONFIDENTIALITY:

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

25 FEDERAL FUNDING:

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26 LOBBYING:

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

27 GENERAL WARRANTY:

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

28.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing and Contracts and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29 ALTERNATIVE DISPUTE RESOLUTION:

29.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

30 GOVERNING LAW; JURISDICTION:

30.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by Carson City Purchasing and Contracts. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1314-203
Title: Temporary Staffing Services

32 ACKNOWLEDGMENT AND EXECUTION:

32.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

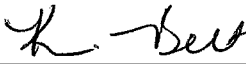
CARSON CITY

Finance Director
Attn: Kim Belt
Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Kim Belt

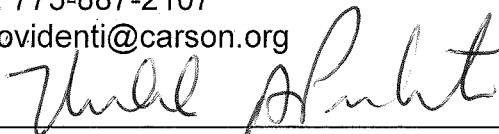
By: 
Deputy District Attorney

DATED 6/10/14

DATED 6/10/14

I certify that funds are available and that CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts.

BY: Nick Providenti, Director
Carson City Finance Department
Carson City, NV 89701
Telephone: 775-283-7143
Fax: 775-887-2107
NProvidenti@carson.org

By: 

DATED 8/13/2014

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

Undersigned says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Chris Panagiotopoulos

TITLE: President

FIRM: Marathon Staffing

CARSON CITY BUSINESS LICENSE #: 14-

Address: 6785 S. Eastern Avenue, Suite 2

City: Las Vegas **State:** NV **Zip Code:** 89119

Telephone: 702-307-1320/ **Fax #:** 775-200-0929

E-mail Address: cpanos@marathonstaffing.com



(Signature of **CONTRACTOR**)

DATED

8-13-14

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 19, 2014, approved the acceptance of **CONTRACT No. 1314-203** Temporary Staffing Services. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



ROBERT L. CROWELL, MAYOR

DATED this 19th day of June, 2014.

ATTEST:

for, Kathleen King, Chf. Dep. Clk
ALAN GLOVER, CLERK/RECORDER

DATED this 19th day of June, 2014.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-203

Title: Temporary Staffing Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Human Resources Department
 Attn: Shannon Evans
 201 N. Carson Street, Suite 4
 Carson City NV 89701

Use this section if CONTRACT SUM was based on a lump sum.

Line Item #	Description	Value	% Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

MARATHON STAFFING 
"We Keep Your Business Running"®

May 30, 2014

Melanie Bruketta, Director of Human Resources
City of Carson City
201 N. Carson Street
Carson City, NV 89701

Dear Ms. Bruketta,

On behalf of Marathon Staffing Group, we are very enthusiastic about the opportunity to renew our contract with the City of Carson City. We have enjoyed working with the City over the last year.

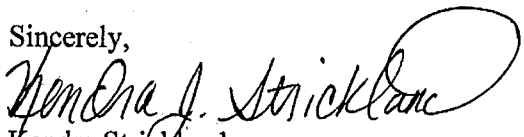
During our contract term with the City, additional information has materialized regarding the costs associated with the Affordable Care Act (ACA). Also, the State of Nevada has implemented an additional unemployment bond contribution tax which is 0.85% for our company. With the extremely competitive rates that we have offered the City, these costs greatly impact our organization.

In light of our relationship that we enjoy with Carson City, we do not seek to pass along the unemployment bond contribution costs. We request that we reserve the right to review the costs that the Affordable Care Act will have on our company. While more information has come to light in recent months, many questions remain regarding this law's implementation and costs.

We are pleased to renew our contract at the existing rates and terms and conditions with the option to review ACA costs effective January 1, 2015.

We are excited about the opportunity to continue our business relationship with Carson City. Please let me know if you have any questions. I can be reached at (978) 649-3510 and by email at kstrickland@marathonstaffing.com.

Sincerely,


Kendra Strickland
Director of Staffing
Marathon Staffing
(978) 649-3510 phone
(978) 649-6478 fax

kstrickland@marathonstaffing.com

Temporary Staffing Specialists
164 Westford Rd. Unit 26 Tyngsboro, MA 01879
www.marathonstaffing.com

**RATE SHEET:****TEMPORARY STAFFING SERVICES FOR CARSON CITY, NV****RFP# 1213-120****JULY 2, 2013**

Position Type	Mark Up Percentage	Comments
All positions recruited by Marathon Staffing (light industrial, admin etc.)	31.5%	N/A
Positions filled by referral from Carson City (payrolled employees)	25%	N/A

Temporary to Hire Conversion Fees:

0-160 hours worked	10% of annual salary
160-320 hours worked	5% of annual salary
321 hours plus worked	No conversion fee

*Please note that Marathon Staffing reserves the right to decline to fill positions that it deems extremely high risk or will ask the City's approval to work with a sub-vendor to fill such openings.

*Invoices past due after 60 days will be subject to interest. Interest rate of 1.5% per month accrues on invoices past 60 days unless agreed upon otherwise in writing.

*Over-time will be billed at a reduced rate at a 1.4 multiplier, not 1.5.

*Carson City will not be responsible for any additional fees or charges that may arise because of the Affordable Care Act during the contract term ending in July 2014.

LATE MATERIAL
 MEETING DATE 6/19/14
 ITEM # 206



**TEMPORARY STAFFING SERVICES
RFP 1213-120**

**MARATHON STAFFING GROUP, INC.
6785 S. EASTERN AVE. SUITE 2
LAS VEGAS, NV 89119
CONTACT: DOUG JONES
702-307-1320**

DJONES@MARATHONSTAFFING.COM

**PROPOSAL OPENING DATE: 2/4/2013
PROPOSAL OPENING TIME: 5:00 P.M.**

MARATHON STAFFING 
"We Keep Your Business Running" ®

February 1, 2013

Kim Belt, Purchasing & Contract Manager
Carson City Finance Department
201 N. Carson Street-Suite 3
Carson City, NV 89701

Dear Kim Belt,

Please find the enclosed bid submitted for temporary staffing services for Carson City, Nevada. I believe that Marathon Staffing Group's experience and dedication to providing quality service would be an asset to your great city.

Thank you very much for the opportunity to present our proposal. We are excited about the prospect of beginning a business relationship with Carson City.

Please let me know if you have any questions about our proposal. I can be reached at (978) 649-6230 and by email at cpanos@marathonstaffing.com.

Sincerely,



Chris Panagiotopoulos
President
Marathon Staffing
(978) 649-6230 phone
(978) 649-9906 fax
cpanos@marathonstaffing.com

MARATHON STAFFING

"We Keep Your Business Running"

SCOPE OF WORK:

3.1 Carson City is seeking the services of several highly skilled, experienced and qualified firms that can provide expert services. Carson City wishes to select firms that can demonstrate the highest level of support by performing these functions in an accurate and timely manner. The selected firms should provide quality service along with dependable and reliable customer service.

Marathon Staffing Group is highly qualified to provide the services outlined in the scope of work. Marathon Staffing was organized in February, 1987 by Chris Panagiotopoulos, current Owner and President, to provide staffing services for contract and direct hire placements.

In 1991, Marathon Staffing expanded its technical and informational technology business to include temporary staffing services. This was in direct response to our clients asking to service the full breadth of their business. In 1992, the company was one of the early pioneers of On-Site and Out-Source staffing programs. Marathon enjoys a long-standing business relationship with one of our first onsite clients. We now support the recruiting, training, and retention efforts for their multiple facilities.

In 1996, the company opened offices in Alabama. In 1998, the Company expanded its operations to Arizona. From 1999 to 2001, the company expanded to Nevada, Ohio and Texas. In 2004, we opened operations in South Carolina. Marathon Staffing, with a network of 14 locations, has been providing high quality staffing services on a national basis.

Since 2008 Marathon Staffing has been working with various government departments assisting them with their contract staffing needs. Currently, Marathon Staffing is an awarded vendor for the following contracts:

- Birmingham Jefferson Convention Center in Birmingham, AL-Temporary Staffing for Events
- Commonwealth of Massachusetts-ITS43 Technical Services, Solutions Providers
- University of Nevada at Las Vegas- Temporary Staffing
- State of South Carolina- Contract Labor for General Services Division
- City of New Orleans- Seasonal Contract Labor
- State of Nevada-Temporary Staffing Services

Marathon Staffing has expertise in providing staffing services to both private organizations and public entities. The Las Vegas Branch opened early in 1999. Shortly thereafter, Marathon Staffing hired Douglas Jones (June of 2000) to manage the growth of this new office. His 'entrepreneurial strength' helped Marathon Staffing succeed in a highly competitive staffing market.

Doug's emphasis on consistent and thorough customer service assisted in producing dramatic growth through 2008. A highlight of the early years was attracting a bid award from UNLV (including Thomas and Mack and Sam Boyd Stadium). In the RFP, UNLV estimated \$100,000 spent per 8 temporary services per year and Marathon's service lead to a peek of \$500,000 of business, again due to superior personal service.

Since 1987 we have grown from a simple supplier of temporary staffing to a full-service partner with years of experience providing customized staffing services to our clients. We have developed formal training programs for our staff, allowing them to successfully implement such programs for

MARATHON STAFFING

"We Keep Your Business Running"

our clients.

INDUSTRY EXPERIENCE:

Our industry experience is in the following areas:

- Temporary Staffing Services –Administrative Support, Light Industrial, Call Centers, Government, Medical & Scientific Event Staffing, and more
- Contract/Direct Placement – Professional, Technical, and Skilled Trades
- Payroll Transfer Programs
- Long and/or Short Term Staffing Solutions

We place personnel on temporary, temp-to-hire, contract and direct hire to clients that span from large Fortune 500 companies to small business enterprises.

Marathon Staffing is currently engaged in the process of setting up operations in Carson City and hiring local Placement Specialists in response to our recent award of the State of Nevada Temporary Staffing contract. Local branch offices enjoy strong support from the Corporate office. If awarded this contract, Marathon Staffing's Corporate management team will be readily available to spend considerable time in Nevada to assist with this contract and providing the service therein.

3.2 The selected firms shall ensure that all temporary employees are qualified, reliable and provided legally mandated benefits. The following information must be provided:

Temporary staffing for the following categories:

1. Light Industrial
2. General Office/Administrative/Clerical
3. Police Services
4. Medical Services
5. Project Management
6. General Labor
7. Fire Services

Marathon Staffing will provide reliable, qualified temporary employees who receive all legally mandated benefits. Our organization has thorough interview and reference checking processes to ensure we are hiring dependable individuals who have the necessary skills and experience. Marathon Staffing adheres to all local, state, and federal laws. We are able to provide staffing for all categories that Carson City seeks temporary help.

- Provide a detailed description of any markup that the firm retains, the conversion rates for temporary to permanent conversions, as well as any additional costs or fees not included in the hourly rate.

Please see our attached Pricing Schedule. We have no additional costs or fees not included in our hourly rate.

Temporary to permanent conversion fees are as follows:
0-160 hours worked- 10% of annual salary

MARATHON STAFFING

"We Keep Your Business Running"

160-320 hours worked- 5% of annual salary
321 hours plus worked-No conversion fee

- Describe in detail your firm's hiring process, ordering process, training programs, employee benefits and other services that are provided to employees.

Marathon conducts a thorough on-boarding process with our temporary employees. This begins with the application process in which we ensure that the candidate is able to complete a detailed application to our satisfaction, indicating the employee's ability to follow directions and to communicate. Upon completion of this application, the candidate receives Marathon Staffing Group's Temporary Employee Policies & Procedures.

These policies and procedures outline in detail the expectations of Marathon Staffing Group relating to their employment with our organization. Examples of items covered include: attendance policies, dress code, substance abuse policy, and additional information regarding to their employment at will with Marathon Staffing Group. All policies and procedures are acknowledged by our temporary personnel and the acknowledgements are electronically stored in the candidate's file.

The documents that we require are listed in the following paragraph. Additionally, for employees, we add the I9, W2, and E-verify documents, as well as any certificates, cards, references, and test results:

1. Application, including Skills Chart (4 pages).
2. Temporary Employee Policies and Procedures (2 pages).
3. Substance Abuse Policy (1 page)
4. Authorization to Release Information Form (1)
5. Assignment Form (1 to 2 pages, depending)

Instructor-Led Training

We conduct instructor-led training sessions on an on-going basis for new projects and assignments. Training sessions are designed specifically for a client's needs but generally include: (a) employee orientation to work environment; (b) applicable software applications; (c) computer hardware usage; (d) safety training; (e) application processing, and (f) other job responsibilities.

Computer and Video Training

We can design a customized training program targeted to meet a clients needs. In addition, computer and video training on specific programs may be provided to cross-train qualified staff and improve current skills. For several clients we have developed and implemented "first day" video training programs.

Marathon Staffing offers online training that may be completed daily for the following software, and programs:

- Microsoft Access 2000
- Microsoft Access 2002
- Microsoft Access 2003

MARATHON STAFFING

"We Keep Your Business Running"

- Microsoft Access 2007
- Microsoft Excel 2000
- Microsoft Excel 2002
- Microsoft Excel 2003
- Microsoft Excel 2007
- Microsoft Excel 2010
- Microsoft Internet Explorer 5.0
- Microsoft Internet Explorer 8.0
- Microsoft Office 2000 Integration
- Microsoft Office 2003 Integration
- Microsoft Office XP Integration
- Microsoft Outlook 2000
- Microsoft Outlook 2002
- Microsoft Outlook 2003
- Microsoft Outlook 2007
- Microsoft PowerPoint 2000
- Microsoft PowerPoint 2002
- Microsoft PowerPoint 2003
- Microsoft PowerPoint 2007
- Microsoft Windows 2000
- Microsoft Windows 7
- Microsoft Windows XP
- Microsoft Word 2000
- Microsoft Word 2002 - Advanced Documents
- Microsoft Word 2002
- Microsoft Word 2003
- Microsoft Word 2007
- Peachtree Accounting 2003
- QuickBooks Pro 2000 Tutorial

Safety training is offered prior to employee placement at specific assignments that have relevant safety issues. For example, we have our employees watch a video regarding proper lifting techniques, proper disposal of cleaning fluids, necessary PPE, etc. This training may or may not be relevant to administrative positions. Marathon Staffing has this video available for use for training purposes.

Other Well-Developed Strategies are in place for:

- Job Descriptions and Responsibilities
- Exposure Analysis (Risk Management)
- Employer/Employee Responsibilities
- Disciplinary Procedures with Regard to Unsafe Work Habits
- Self-Audit Procedures
- Corrective Action Implementation
- Accident Prevention
- Workstation Housekeeping

MARATHON STAFFING

"We Keep Your Business Running"

- Job Planning
- Emergency Preparedness
- Preventing Sexual Harassment
- Creating an Inclusive Workplace

By conducting employee training and orientation sessions in concert with aggressive implementation of a sound Risk Management Program, we decrease downtime and increase our employees' productivity.

- Describe how quality and service standards will be maintained.

In addition to the first day arrival check and performance call, we will also conduct weekly performance calls on all contracts. Job requirements may change during the course of a lengthy assignment and providing excellent customer service means continuing to meet the client's expectations. A quality update call at the end of each week will allow us to evaluate the employee's performance and their fit at the client site.

Marathon Staffing also tracks compliance to the work schedule that the employee was assigned by carefully review timesheets. If the hours worked by the employee do not match their assigned schedule, this will prompt a call to both the client and the employee.

Our business success depends on the quality of work our employees produce for our customers. We regularly ask our clients to complete an evaluation of the performance of the temporary employee on assignment. This evaluation keeps us aware of the service we're providing and our customers' satisfaction with that service.

- Provide a description of your firm's screening process for temporary employee applicants and how background checks and if drug/alcohol tests are conducted.

The screening process starts with our thorough application review and insistence that all candidates fully complete their own application. Our application also asks for professional and personal references. Marathon Staffing makes clear that we have a strict substance abuse policy and we ask candidates if they will agree to a criminal background check and drug test.

Marathon Staffing conducts three reference checks and has partnered with several background check providers and drug testing facilities so we have a wide range of resources to screen candidates for such purposes. We will implement any and all screening measures that the City would like to see implemented.

Marathon Staffing participates in the Department of Homeland Security's E-Verify program so we can confidently provide our clients with employees who have a legal right to work status in the United States. In addition, Marathon utilizes an identity theft protection measure with all offices being supplied an UV light and an I.D. Checking Guide which details validation images that appear under UV lighting for certain

MARATHON STAFFING

"We Keep Your Business Running"

documents given for the I-9. Holograms or ghost images which should be present for various state licenses or ID's under UV light are confirmed.

The background screening process involves all applicants signing a release allowing our company to run the background check. Also, they acknowledge the fact that results will be shared with our client. All candidates receive a copy of the Fair Credit Reporting Act to be apprised of their rights related to such screening. Marathon Staffing's internal staff is expert in reading background check results and is thoroughly trained on the background screening process. We work carefully with our background screening providers, namely Sterling Infosystems and Intellicorp, to ensure all proper steps are followed to protect both our clients and employees.

Examples to demonstrate our proficiency in handling a high volume of background screening requirements include our work with the State of South Carolina and Hanscom Air Force Base. Marathon Staffing provides 180 temporary custodial and horticulture department employees for the State of South Carolina. These temporary employees are placed in positions at the State Capitol, State Supreme Court, and other high security locations within the state government. We conduct thorough background checks on all temporary employees prior to assignment with this state contract. Also, we have provided temporary labor to Hanscom A.F.B. for their contract staffing needs. The Air Force has stringent background requirements and we conduct thorough screening in line with the federal government's specifications.

Marathon Staffing conducts drug tests on a regular basis for clients who request this service and for positions that have safety concerns, such as operating equipment etc. We partner with local drug testing facilities so we have a wide range of resources to screen candidates for such purposes.

Drug testing through a local lab may involve a five, seven, or ten panel drug screening depending on the needs of our client. Our in-house drug testing includes a 6 panel screening. We may customize the drug screening requirements per the need of the Carson City. We find that having the option to conduct in-house and outside lab drug testing gives us greater flexibility in meeting short notice staffing requirements.

Our minimum pre-employment screening includes the following:

- Careful review of work history to identify employment gaps and determine cause for such gaps
- Request three professional references and obtain positive reference from two of the references provided
- Verification of communication skills (English verbal and written/other languages as required)
- Inquiry regarding any previous work history working with the State so that we can confirm with the agency that the employee is re-hirable
- Employee agrees to pre-employment drug test, if applicable
- Nationwide Access Criminal Background Search
- Thorough interview process to determine if the candidate has a positive attitude towards work, reliable means of getting to the assignment, and the necessary experience and/or skills
- Skills Testing for specific requirements (accounting software skills tests for accounting candidates, data entry testing for administrative etc.)

MARATHON STAFFING

"We Keep Your Business Running"

- E-verify through Department of Homeland Security upon hire

Marathon would be glad to customize our minimum pre-employment screening according to the State's needs.

- Describe any on-going drug/alcohol testing that occurs with the employees, including for those employees who are CDL certified.

Marathon Staffing informs employees that they may be subject to random testing. All employees must undergo post accident testing, as applicable.

- Provide information related to how temporary employees are recruited.

Our strength as a leading Workforce Solutions provider correlates directly with the company's ability to employ the most effective recruitment strategies. Our offices work closely with the community. By posting advertisements on online job boards such as CareerBuilder in conjunction with traditional print advertising we are able to reach out to available workers. We work closely with universities, community colleges, vocational schools, state and local job banks, etc. Active community involvement is a key to the company's success. Additionally, our home office serves as a field operations support center.

These recruiting and sourcing strategies have proven successful in support of our clients. Initially, the candidate pool will be drawn from our "ramp up" recruiting process that we have utilized for other clients when we are a new provider. This "Recruiting Ramp Up" campaign includes:

- Customized Advertising in Local Newspapers – this includes local newspapers and sources that seek to attract a diverse pool of job seekers.
- Announcements on Job Boards at Local Colleges
- Advertising on Radio, Community Television
- Employee/Client Referrals and Bonus Systems
- On-line advertising, including our own web pages and job board
- Job Fairs and Onsite Recruitments
- Strong relationships with local Employment Development Departments

Additional and Ongoing Recruitment Strategies:

- Internal Resources: One of the most successful sources of recruitment is available our current database of candidates – both National and Local. Our recruiters can simultaneously search and update candidate records.
- Pre-Qualified Candidate Pool and List Building Function: We work closely with the client to research their needs and develop a pool of pre-qualified candidates for the skill categories most often requested. Our proprietary data base (MASS) has a 'List Building Function' that permits our recruiters to record and modify constant 'ready lists'. This pro-active recruiting and qualification process enhances our ability to provide backup personnel as needed and respond quickly to sudden increases in workload.
- Computerized Search and Retrieval: We utilize the latest computerized search and retrieval techniques. Through our Wide Area Network (WAN) and our state-of-the-art Marathon Agency Staffing System, our regional and local offices have access to databases containing extensive candidate listings and background information. Using these recruitment

MARATHON STAFFING

"We Keep Your Business Running"

tools, recruiters can quickly search for qualified candidates across a variety of criteria, including experience, education and skill qualifications.

- **Networking:** Networking includes interfacing with employment development departments and local Chambers of Commerce. In addition, we utilize the following resources to increase networking effectiveness: (a) establish connections in the regional business community; (b) membership in professional organizations; (c) relationships with human resource personnel and (d) the use of job boards at local colleges and trade schools.
- **Targeted Recruiting:** When necessary, we use targeted recruiting to systematically search for personnel with special qualifications. This concentrated approach is focused on local educational institutions, professional organizations and the Internet to identify candidates for more technically demanding roles, or positions that require a unique skill set.
- **Referrals:** A historically important aspect of our recruiting philosophy is to view each employee as a potential source for new hires. Through ongoing incentive and bonus programs, we access a continual stream of qualified employee referrals. The way we treat our staff comes back to us in positive referrals.
- **Outreach:** As a proactive employer, we strive to create a diversified and well-balanced workforce by developing employment and personnel policies that respect the individual rights of potential and current employees. Our recruitment specialists build working relationships with organizations that help us maintain and grow a diversified employee population. Specific outreach activities include focused media advertising, interaction with minority professional organizations, and participation in minority job fairs. In addition, we employ bilingual staffing personnel in order to better serve local communities.

In summary, we combine customized, uncompromising personal service to our clients with respect and support for our staff to build winning teams for satisfied customers.

- Provide a description of any testing, including aptitude or skills tests that are administered.

Marathon Staffing offers customized testing of candidates for our clients so we can best match individuals to your staffing needs. We have the flexibility and technology to implement a wide range of testing that may be helpful to place potential candidates on assignment at various positions for the City.

Chiefly, Marathon utilizes Kenexa Provelt to conduct skills assessments. This is an online testing portal where a variety of skills can be tested. Several hundred tests are available for a wide variety of positions including administrative, technical, customer service, maintenance, industrial, and others.

Titles of available tests include:

- Basic Math
- Customer Service Skills and more.
- Data Entry
- Financial Math

MARATHON STAFFING

"We Keep Your Business Running"

- Forklift Operation
- General Accounting
- General Maintenance
- Microsoft Excel (2003, 2007, & 2010)
- Powerpoint
- Technical Support Processes
- Typing,
- Word (2003, 2007 & 2010)

Upon completion of the test, the score is sent via email to the applicant and recruiter. The score may also be sent to the Carson City hiring manager if desired.

- Provide a detailed description of your firm's invoicing procedures and deadlines for submitting timesheets.

We provide our clients with invoices in any customized format they may request, at no additional charge. Following are a few sample data fields, which may be included:

- Assigned employee cost center tracking number located on all invoices and reports
- Geographic location/client office site
- Totals for each assigned employee
- Totals for each designated department
- Department and requisition numbers for each assigned employee
- Start date
- Pay/bill rates
- Applicable pay period
- Projected assignment end date
- Employee retention reports

Invoices and reports can be provided on a weekly, bi-weekly, or monthly basis or as requested by the client. It is our standard invoicing procedure to round employees' worked time to the nearest ¼ hour. According to Nevada State Law, hours worked over 8 hours per day are paid at an overtime rate of time and a half of regular pay.

Marathon Staffing's standard process is to provide a single summary weekly invoice covering all employees assigned to a client. Our fully automated payroll and accounting system provides complete payroll data and complex reporting capabilities, which eliminate time and labor-intensive manual processes. The system handles benefit and payroll information for all local and regional payrolls. This payroll system concurs with all state and federal payroll tax laws, ensuring that we are up-to-date with respect to all federal, state, and local regulations.

Our typical deadline for submitting timesheets is on a weekly basis each Monday at noon, but again should Carson City require a different timeframe we would be glad to work according to your specific needs.

- Describe the methods used to resolve issues with staff or organizational performance, including conflict resolution.

MARATHON STAFFING

"We Keep Your Business Running"

Marathon Staffing Group enforces written policies. Enforcement is accomplished through a combination of standard operating procedures that we follow for all assignments. Written policies are audited for compliance at the worksite through various methods including arrival checks, on-location check in's to ensure the employee is in acceptable attire and punctual for the assignment, communication with the worksite supervisor regarding our employees' compliance to all policies and procedures, etc.

Upon notification or observation that a Marathon employee is failing to adhere to our policies and procedures, it is standard policy for Marathon management to issue a verbal warning to the temporary employee regarding the infraction. However, depending on the severity of the infraction, employee discipline may call for immediate termination which would be done away from the client site. A verbal warning issued for a minor infraction would be followed with a written warning or termination depending again on the severity of the policy violation and based upon feedback that we receive from the client.

Marathon Staffing Group strives for our Temporary Employee to reach 100% compliance to written policies. We believe that compliance is achieved with a combination of orientation, review, and audit procedures.

Application Process: Marathon Staffing Group's documents are taken seriously and the candidate understands this from the initial application process. All forms are reviewed for thoroughness. At the end of our interview process, we review the documents with the candidates. We ask for questions and ascertain as a part of the evaluation process whether the candidate was responsive in our interview and review of the documents.

Orientations: For assignments, we require the candidates to return to our office and receive an Assignment Form. During that meeting, we review the Client's requirements specifically and the original Policies in general. Our recruiting staff has been trained to know when a candidate is responsive. The key to our orientation success is a series of questions that we ask to evoke responses from the candidate. The questions are customized to the Client Order. During these orientations, we require that full 'uniform and equipment' be worn. We also mandate that they take the assignment form to the client site upon which the assignment requirements are clearly listed. For example, one of our clients has work in a refrigerated environment. We require that they initial our clear instructions for wearing and bringing appropriate warm clothing and we require that our recruiter see that clothing prior to their being assigned.

Follow up, notes, and audits: Our software screen has a single "face" icon that we touch to enter quick notes and comments without having to open up a candidate's file and searching for the right place to put a note! The ease of this note taking, allows the recruiters and support staff to enter detailed comments about our temporary staff. Notes that reflect issues of lack of discipline become obvious and lead to counseling or termination from future assignments.

Customer Complaints:

The Branch Manager ends each day with a brief service review. This is a quick but concise process for the entire office Team. The manager asks about and encourages open discussions about assignments needing attention, complaints, and any contacts with the Client's personnel. Complaints, temporary employees requiring counseling, and

MARATHON STAFFING

"We Keep Your Business Running"

the focus for the next day are addressed with the recruiting team who are charged with action items to resolve the issues at hand. Recruiters are required to reach the temporary employee that same day or evening if counseling is all that is required. Complaints are taken seriously and remain front and center until resolution is achieved.

Douglas Jones has had over a decade of upper level customer service experience and he takes great pains to 'listen correctly' to what a Client is expressing. It is the Branch Manager's responsibility to discern if a complaint is based on a candidate's short-coming or if it is based on miscommunication of the assignment's responsibilities on our behalf.

Marathon Staffing Group only considers a complaint resolved when the Branch Manager is in communication with the client and obtains their positive response to our actions and planned solutions. Complaint resolution is then followed with a quality assurance call within two to three days of the resolution.

We consider our 'life blood' to be increasing client satisfaction with clear and direct actions to improve or modify placement techniques per the request of a client. It is our attitude that we are a part of the client's business mindset, not a business on our own.

And, finally, our MASS Software (database) has an 'action-based' documentation system that records notes along with dates. Future follow-up is prompted and can be easily set in the process of note-taking. You cannot close a conversation with a client without indicating "action or no action" needed. All staff members have simultaneous access to the same database, so all can see the notes and actions required and the Branch Manager can see and assign 'actions' to individual recruiters for the next day's work.

A candidate that does not successfully perform their assignment at another client is removed from our active roster. The employee may be removed from our active candidate pool due to a variety of reasons including performance violations and attendance issues.

The following steps are taken and establish software tools used so that all recruiters will be confident that they are using the same information to select and assign personnel.

- Upon completion of our interview and screening process, our Candidates are noted with a **Red, Yellow, or Blue "Icon"**.
 - **Red**= Strong candidate in their field, great evaluation by recruiter, and all 'processes' are completed (backgrounds, references). This indicates to a recruiter that they can move ahead with assignment knowing that this individual is ready for work.
 - **Yellow**= A candidate that still requires more steps. If a recruiter wants to move forward, they instantly know that there are hiring and screening steps to be completed before assignments can be finalized.
 - **Blue**= Not to be assigned or re-assigned.
- The 'payroll process' requires a specific sequence to indicated "**End Dates**". The computer will not permit a person to be 'ended' on an assignment without a decision and action taken with explanation of the reason for ending an assignment. Any negative reason requires documentation and opens the step of changing their status. If they are changed to '**Inactive**' due to a primary negative

MARATHON STAFFING

"We Keep Your Business Running"

action on their part, their entire file is marked with a colored banner. There is no way to 'accidentally' assign a person that should not be re-assigned.

- Describe how your firm evaluates job performance or temporary employees.

In addition to the first day arrival check and performance call, we will also conduct mandatory weekly performance calls on all active assignments that are over one week in length. Job requirements may change during the course of a lengthy assignment and providing excellent customer service means continuing to meet the client's expectations. A quality update call at the end of each week will allow us to evaluate the employee's performance and their fit at the client site.

Marathon Staffing also tracks compliance to the work schedule that the employee was assigned by carefully review timesheets. If the hours worked by the employee do not match their assigned schedule, this will prompt a call to both the client and the employee.

Our business success depends on the quality of work our temporary employees produce for our customers. Following each assignment, we ask our clients to complete an evaluation of the performance of the temporary employee on assignment. This evaluation keeps us aware of the service we're providing and our Customers' satisfaction with that service.

- List any usage reports that can be generated and made available to Carson City on a regular basis.
 - Invoice summary viewing detail and payment status
 - Weekly, monthly, quarterly, yearly reports by skill, shift and department or division
 - Summed or detailed costs by skill, shift, department or division
 - Daily usage reports/headcount
 - Retention Reports & Exit Interview Results
 - Full-time hire report
 - Custom reports as requested
 - Job Order Reports

- Please confirm the firm provides unemployment and workman's compensation insurance that covers its temporary employees.

Marathon Staffing provides unemployment and workman's compensation insurance that covers all of our temporary employees.

A. Firm Overview:

Marathon Staffing has been in business since 1987. We operate in fifteen different locations and eight states including Alabama, Arizona, Massachusetts, Nevada, New Hampshire, Ohio, South Carolina and Texas. We have been providing innovative workforce solutions to the business community for over twenty years. Presently, we

MARATHON STAFFING

"We Keep Your Business Running"

annually employ a staff of nearly 20,000 temporary employees in a wide variety of industries and fields.

Over the years we have been guided by a simple principle: *"There is no substitute for excellence."*

Our business standards that have made us successful are:

- Customer Driven Programs
- Cost Effective Solutions
- Competent Goal Oriented Services
- Improved Cost Control and Quality of Services

We attribute our success to our belief that the "customers come first," and, for that reason, we have worked hard to implement cost effective solutions for our customers. We also believe that the cornerstone component of a close partnership with our clients is our responsibility to educate them about our business practices and the staffing industry.

The company is selective in scheduling its new business opportunities. We believe by not overextending our client base, we can control our growth and provide quality premiere services to our clients. We are proud to say that the partnership with our clients is mutually valued. Our company has become a valuable, transparent part of their organization while we provide quality services to them.

COMPANY PROFILE

Agency Name: Marathon Staffing Group
Corporate Website: www.marathonstaffing.com
Year Business Started: 1987 **Type of Company:** S Corp.
Federal Tax ID: 88-0419848 **State Registration:** NV
Contact Name: Doug Jones **Contact Title:** Regional Manager
Contact Email Address: djones@marathonstaffing.com
Contact Phone #: (702) 307-1320 **Contact Fax #:** (702) 307-1324
Total Revenue of previous 12 months \$: 35 Million
Average annual number of billable contract workers: 20,000
Average annual number of direct placements: 150
Number of Account Managers: 15 **Number of Recruiters:** 70

STAFF QUALIFICATIONS & AVAILABILITY

Chris Panagiotopoulos- President and Chief Executive Officer, Tyngsboro, MA

- Graduate/Undergraduate M.I.T., SMU
- Responsible for program introduction, implementation, quality and control
- Over twenty years of experience in the temporary staffing business - pioneer of on-site staffing
- Architect, e-commerce design for staffing industry application, multi-lingual office automation, database design, authoring systems and business database applications

Tina Panagiotakos – VP Operations, Tyngsboro, MA

MARATHON STAFFING

"We Keep Your Business Running"

- Responsible for managing the corporation's business operations and oversight of key on-site operations
- Over fifteen years of experience in the temporary staffing business
- Over twenty years of experience in human resources management

Douglas Jones –Regional Manager, Las Vegas, NV

- Responsible for account management in the local Las Vegas, NV market
- Will be the main point of contact for Carson City and Associated Agencies
- Will oversee and be a hands on manager in recruiting for all Carson City staffing requisitions
- Will hold primary responsibility for contract management, invoice generation and specialized reporting
- Will coordinate regular quality checks with Carson City hiring managers
- Over fifteen years of experience in the temporary staffing business

John McLennan – Senior Recruiter, Las Vegas, NV

- Responsible for recruiting Administrative/Clerical personnel, Dental/Medical related positions, Accounting, and other highly skilled positions
- Will conduct arrival checks and on-site check-in's at Carson City for newly placed personnel
- Over ten years of experience in providing temporary staffing services

Frank Puma- Recruiting Field Supervisor

- Primarily responsible to lead recruiting efforts for custodial, event staff, labor, and concession stand workers
- Will provide field supervision for events (including weekend and late night events)
- Over ten years of experience in recruiting and supervising temporary personnel

Christopher Panagiotopoulos- Managing Director, Boston, MA

- Will provide marketing support for Carson City related recruiting efforts
- Currently manages 100-200 employees on a regular basis for event staff and clean up at sites throughout the country (New York, Tennessee, California etc.)
- Available to travel to Carson City, NV immediately to assist in large job fairs and recruiting "ramp ups"

Nicole Ryan – Director of Direct Hire Placement, Tyngsboro, MA

- Will serve as additional support for Carson City for any professional level placements that require assistance
- Available to recruit, screen, and assist in on-boarding employees with highly specialized skill sets and/or degrees
- Over twelve years of experience in staffing and direct hire placement

Colleen Howley – Director of IT Services, New Jersey

- Responsible for recruiting and staffing IT related contract and temporary personnel
- Conducts technical searches and placements on a nationwide basis and in Canada
- Over fifteen years of recruiting experience

Shelly Tousignant, Risk Manager, Corporate Office

- Responsible for **workers' compensation** and other insurance related issues

MARATHON STAFFING 
"We Keep Your Business Running"

- Possesses ten years of experience in Risk Management and implementing safety programs

Edna Panagiotakos - Operations Administrator, Corporate Office

- Will be account specialist for payroll
- Processes paychecks and direct deposits for thousands of employees weekly
- Processes thousand of W-2's annually
- Over 15 years of experience in handling temporary employee payroll

Please see the following resumes and bios which include the education, background, experience, and knowledge of Marathon Staffing Group's management and staff that will service Carson City. This section begins with the management and recruiting personnel that are located in Nevada and concludes with the resumes and bios of support personnel.

MARATHON STAFFING

"We Keep Your Business Running"

DOUG JONES, REGIONAL AND BRANCH MANAGER

Education

Yale University, New Haven, Connecticut

Experience Summary

Extensive management, sales, negotiation, and customer service background in the staffing industry, technical entertainment industry, live show entertainment and hospitality industry. Prior to the staffing industry, Executive Producer of a private firm that grossed \$10,000,000 dollars annually and employed over 200 personnel.

1/2000-Present Marathon Staffing Group, Las Vegas Nevada

Regional Manager

- Managed the growth of the Las Vegas Branch from its start-up to \$2 million single branch office revenue. Was able to maintain growth after the "9/11" that created an economic downturn in Las Vegas.
- Primary account manager of Marathon's University of Nevada, Las Vegas account until the contract expired in 2005.

3/1995-12/1999 GM/Hr Director, Imagine Productions, Las Vegas, NV

Responsible for recruiting, screening, hiring of technical and design staff for this Las Vegas based special effects and technical entertainment Production Company. Managed nationwide and world wide all operational project support services.

Was responsible for

- Contract writing/negotiating
- Closing over ten major entertainment projects
- \$4 million stunt show in Fukuoka, Japan
- Annual MGM Grand Agreements
- Master Design Contracts with Universal Studios, Hollywood

1980-1994 Bridgewater Performance Corp., Las Vegas, NV

As an executive producer for Bridgewater Performance Corporation of Las Vegas was responsible to produce

- A one troupe sports "side-show" into the U.S. High Diving Team which grew to include over 25 theme parks in the USA.
- Event contracts for NBC and CBS to include the famous televised championships, the "Cliffs of Acapulco".
- The Las Vegas Show, the "Dueling Pirates Stunt Show" for Fred Benninger at the MGM Grand Theme Park in Las Vegas, Nevada. Show operator first two years Hotel opened.

Miscellaneous: Participated in design/build contracts in Nevada, California, 25 major theme parks, Canada, Japan, Australia, Germany, Italy, and others. Bi-lingual (Spanish/English), former licensed Realtor, former Managing Editor Call Back Newspaper, and set a World Record High Dive on NBC SportsWorld (Broadcast Live).

MARATHON STAFFING 
"We Keep Your Business Running"

JOHN MCLENNAN, SENIOR RECRUITER, LAS VEGAS OFFICE

Education

U.S. Air Force: Specialized Training: Supply System, Leadership and Personnel Management.

Roanoke Rapids High School Diploma, Roanoke Rapids, North Carolina

Experience Summary

Over a decade of staffing experience in the Las Vegas market

**2007-Present Marathon Staffing Group, Las Vegas Nevada
Senior Recruiter**

- Recruiting specialist with a focus on Professional, Administrative, and medical-related placements
- Excellent screening and interviewing skills, with the client's needs in mind to make the correct match
- Employs creative recruiting techniques to seek out the best and brightest candidates in the Las Vegas area

**2005-2007 Starving Students, Inc, Las Vegas, NV
Assistant Manager**

- Was responsible to dispatched moving crews to residential and business locations throughout Clark County, Nevada.
- Audited daily paperwork to include credit/debit card processing and bank deposits in addition to preparing weekly and monthly reports.
- Interviewed applicants and prepared new hire packages for submission to the corporate office for final approval

**1996-2004 Manpower Of Southern Nevada, Las Vegas, NV
Staffing Specialist**

- Screened and interviewed applicants, processed customer work orders and dispatched employees to temporary, temp-to-hire, and permanent placement assignments.
- Established new customer accounts and negotiated bill and pay rates.
- Generated gross sales of over \$275,000 in the final twelve months

1977-1995 UNITED STATES AIR FORCE, TACOMA, WASHINGTON

Inventory Management Supervisor

- Awarded four Air Force Commendation Medals, four Air Force Achievement Medals which included several promotions.
- Managed a 200 bed dormitory that housed single and un accompanied military personnel.
- Supply Manager in support of Minuteman, Small intercontinental Ballistic Missile and Rail Garrison Programs.
- Demand Processing Research Records Maintenance Manager.

MARATHON STAFFING

"We Keep Your Business Running"

Chris Panagiotopoulos, President of Marathon Staffing

Education

Massachusetts Institute of Technology (1975-1976) 5.0/5.0 with a concentration in Computer Science and Management Engineering.

Southeastern Massachusetts University (1967 to 1971) B.S.E.E.

Top Secret Clearance 1972-1978 Raytheon Missile Systems Bedford Labs.

Experience Summary

Thirty five years of management, sales/marketing and product development experience with staffing and several high technology companies. The President of three organizations with over twenty-five years of administrative, marketing, and product development management responsibilities. Over twenty years in staffing and human resources, three years of marketing experience with a Fortune 500 company covering its major accounts in the New England territory. Six years of hardware & software development for mini and micro high speed computer architectures with a Fortune 100 company.

Technical

- 1972 to 1978 was an instrumental member of the original conceptual and design team for the Patriot Missile System.
- Successful track record in delivering several high tech products within schedule and budget; from inception and functional spec to their release to manufacturing, marketing and sales.
- Developed management techniques to increase engineering motivation, productivity, commitment to project and teamwork.
- While President of Computer Systems Consultants, Inc., became a troubleshooter expert and assisted several high tech companies in identifying reasons for product overruns in schedules and budget.

1987-Present Marathon Staffing., Tyngsboro, MA

President of Marathon Staffing Group, a 40 million Staffing organization employing over 15,000 employees on yearly basis. A Pioneer of Onsite Staffing solutions as well as a web enterprise staffing solution to efficiently provide a candidate tracking portal and job order tracking system.

1983-1987 Compulex, Inc., Lowell, MA

President of Compulex, Inc., a software organization employing over fifty professionals developing new concepts in multilingual technologies for business automation and word processing hosted on Digital VAX computers. This expert system allowed users to freely intermix and create documents in foreign languages. Responsible for the inception of multilingual concepts.

1981-1983 CSC, Inc., Lowell, MA

President of Computer Systems Consultants, Inc., a consulting firm employing twenty five seasoned professionals that performed software and hardware consulting

MARATHON STAFFING 
"We Keep Your Business Running"

assignments in various high tech companies in the Massachusetts area. Some of the major accomplishments were as follows:

- The design and implementation of a large database system for the Highway Call Box Division of the State of Florida.
- The design of a Computer Aided Training system for Burroughs Corp. that eventually was licensed to IBM

The design of the state-of-the-art, 68000 based, touch screen workstations to manipulate text and graphics.

1978-1981 Tektronix, Inc., Beaverton, OR Marketing Representative

**1971-1978 Raytheon Bedford, MA Research & Development
Engineer Secret Clearance**



Tina Panagiotakos, VP of Operations and Human Resources

Education

Essex Collegé, Undergraduate Studies in Accounting

1995 to Present – Marathon Staffing, Tyngsboro, MA -Vice President of Operations and HR

Manages all aspects of Operations and Human Resources for the company to include payroll, credit and collections, workers' compensation, unemployment, accounting, IT and employee relations.

Manage six on-site locations in Arizona, Alabama, Massachusetts, Ohio, South Carolina, Texas, which employ approximately 1,700 weekly

1993 to 1995 New England Medical Center, Boston, MA – Human Resources

Program Manager for streamlining non-clinical position for efficiency and to provide a more "customer service" atmosphere for the patients.

Conducted workflow studies in all areas of the hospital to include ER, Pediatrics, Maternity, Surgical, etc., set up training, work with both clinical and non-clinical departments to achieve the goals.

Created the tuition reimbursement program & awarded Employee of the Month for Employee Relations.

1983 to 1993 Wang Laboratories, Lowell, MA

Various administrative positions for both Directors and Vice Presidents within the Human Resources, Training and Development and Manufacturing departments.

Program Manager for the Quality Leadership Program, similar to the Total Quality Mgmt. program.

Responsible for the Minutes for the Quality Leadership Program Committee which had representatives from around the world.

Colleen Howley, Director of Deployment

Education

Franklin Pierce, Undergraduate Studies in Marketing

2007 to Present – Marathon Deployment, Tyngsboro, MA – Director of Technical Deployment

Colleen joined Marathon in 2007, and leads large account business development and is responsible for the overall operations and profitability of the deployment division. She brings more than 14 years of business development experience in both private and public companies to her position. Clients have included Fortune 1000 companies and small businesses with an expertise in multiple technology sectors.

MARATHON STAFFING

"We Keep Your Business Running"

Prior to joining Marathon, she was a Principal with The Derby Group, a boutique search firm, working with innovative technology clients. Her background has resulted in multiple industry awards, including #1 Business Development Manager in the New England Region at Randstad North America, for generating more than \$1 million in billings. She is a current member of the Retail Solutions Providers Association (RSPA).

Christopher Panagiotopoulos, Director of Talent Acquisition

Education

University of Massachusetts Amherst, BS in Chemical Engineering

2001 to Present – Marathon Staffing, Tyngsboro, MA – Director of Talent Acquisition

Christopher joined Marathon in 2001. He leads the talent acquisition effort for networking, communications and technology for all of Marathon business. He reviews and analyzes client and internal personnel talent needs to ensure proper and timely coverage of all customer requirements and mission-critical business projects. He establishes and maintains strong working relationships with all internal staff, field employees and customers. Prior to joining Marathon, he worked for NASA in the EPA department that monitors all NASA subcontractors for EPA compliance.

Nicole Ryan, Director of Professional Services

2004 to Present – Marathon Staffing, Tyngsboro, MA – Director of Talent Acquisition

Nicole is responsible to plan, direct, and coordinate the operations of the direct hire requirements for the regional office and to deliver consultative solutions for professional group.

She drives product innovation and program evolution in keeping with Clients strategic needs.

June 2000- 2005 Marathon Staffing Group, Tyngsboro, MA - District Manager of Sales

- Analyze and review candidates qualifications for contracting firm
- Act as the intermediary between clients and candidates facilitating interviews, negotiating compensations and assisting with relocation if needed.
- Technical recruiting for hi-level permanent placements
- Assisted in the creation of proposals and presentations for large prospective clients.
- Created advertisements for open positions based on client requirements
- Responsible for prospecting and establishing new accounts through cold calling and telemarketing
- Responsible for retention of established accounts in the Massachusetts and New Hampshire regions

MARATHON STAFFING 
"We Keep Your Business Running"

- Recruited, trained and motivated staff, along with training of new managers throughout sales offices
- Maintained organization and compliance of all policies and procedures throughout the office.
- Responsible for all new hire information, weekly payroll, unemployment, workers compensation, and collections of office

June 1994- June 2000 Fleet Bank, Boston, MA - Branch Manager/ Business Banking

- Recruited, trained and motivated staff
- Increased group efficiency, productivity and established a team environment.
- Coordinated workflow and sales revenues
- Maintained existing accounts
- Prospect and establish new accounts through telemarketing and cold calling and increased branch revenues and met monthly quotas

Shelly Tousignant, Risk Manager

1999 to Present – Marathon Staffing, Tyngsboro, MA – Risk Manager

Responsible for originating, investigating, filing, controlling and handling all workers compensation claims across the entire company.

Review all loss runs, bills and statements for all claims from the insurance company for payment and accuracy

Benefit's Administrator for our Health, Dental and Premium only Plans

Over 20 years of medical and risk management experience.

1982-1996 X-ray Technologist worked in Orthopedic offices, Lead X-ray Tech
also assisted and supervised the office(billing, appt scheduling, transcription)

1990-2000 Lowell General Hospital - Cat Scan Technologist

Edna Panagiotakos, Payroll Manager

1996 to Present – Marathon Staffing - Operations Administrator

Responsible for processing payroll for all locations, which is approximately 3,000 checks weekly, to include direct deposits, child support and levies. Maintains a 100% on-time record for meeting the payroll completion on time.

Responsible for filing weekly payroll taxes for both Federal and States

MARATHON STAFFING 
"We Keep Your Business Running"

1 Responsible for handling all checks and making the deposits.

1980 to 1996 – Managed several Gift and Card stores.