



STAFFING AGREEMENT

This Staffing Agreement is made and entered into on this 27th day of May, 2021 ("Effective Date"), by and between All Team Staffing ("All Team"), and Wheaton Park District ("Client"). Client wishes to retain All Team to provide temporary staffing services and All Team desires to provide Client temporary staffing services based on the terms and conditions of this Agreement. For purposes of this Agreement, "Contract Employee(s)" shall mean All Team employee(s) temporarily placed with Client to work at site(s) designated by Client.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, All Team and Client agree as follows:

1. This Agreement shall commence on the Effective Date and continue for an initial term of 3 years, ("Term") unless terminated earlier as provided herein.
2. All Team shall provide to Client one or more Contract Employee(s) as requested by Client from time to time. All Team shall recruit, screen, test and reference check all Contract Employees performing work assignments through All Team for Client. Prior to the assignment of any Contract Employee to Client, All Team, at its sole cost and expense, shall conduct and provide proof of background checks conducted on all Contract Employees that will be assigned to Client and will be required to certify that no Contract Employee has been convicted of a crime that would make him/her ineligible to be employed by the Client in accordance with 70 ILCS 1205/8-23.
3. All Team in the performance of this Agreement, is acting as an independent contractor. Contract Employees are not Client's employees, but are the employees of All Team and, as such, All Team shall be responsible for all employment matters related to Contract Employees, including but not limited to the payment of all compensation, insurance liability, and benefits to Contract Employees. All Team shall also be responsible for all federal, state and local taxes, charges, and fees associated with Contract Employees. Client shall not be responsible for payment of any taxes associated with Contract Employees or for any insurance, workers



compensation, social security, unemployment, vacation or sick days, or other benefits provided to Contract Employees by All Team.

4. All Team shall procure and maintain for the Term of this Agreement, the insurance of the types and amounts set forth in the General Conditions. Each Contract Employee shall be covered under All Team's insurance policies.
5. All Team shall adhere to all federal, state and county laws regarding completion of I-9 and verification and W-4 information for each Contract Employee sent to Client.
6. All Team shall comply with all state and federal employment laws, including but not limited to wage and hour laws, record retention laws, equal employment laws, workers compensation, all laws regarding nondiscrimination, and all other applicable employment laws in the employment of Contract Employees assigned to Client.
7. All Team shall schedule the correct number of Contract Employees based on Client's needs. All Team reserves the right to overbook for orders of more than 10 people by up to 10%. If, when overbooking, Client should not need the excess Contract Employee(s), All Team shall bear the cost of the excess Contract Employee(s) scheduled. However, if Client wishes to use the excess Contract Employee(s), they shall be billed at the appropriate rate.
8. All Team shall submit weekly to Client, an invoice containing, at a minimum, the following: week-ending date or date of work completed, Contract Employee names, bill rate, and correct hours for each employee. Billing is based on a work week beginning on Monday and ending Sunday.
9. All Team shall adhere and shall cause all Contract Employees to adhere to the employee standards, policies, rules and regulations set by Client. If, for any reason, a Contract Employee does not meet the standards set by Client, a notification to All Team must be made within the first 2 hours of the shift, and All Team will find a replacement Contract Employee immediately upon request, and Client shall not pay for the time worked by the Contract Employee replaced.
10. This Agreement may be terminated by Client:



- a) Upon seven (7) days prior written notice to All Team for any reason. In the event of termination in accordance with this Section 10.a, Client will pay for all services actually and properly rendered by Contract Employees to Client through the date of termination and this payment shall be in full satisfaction of any and all claims by All Team against Client.
 - b) Immediately due to All Team's breach or default of its obligations pursuant to this Agreement. In the event of termination in accordance with Section 10.b, All Team shall pay all reasonable costs incurred by Client as the result of said breach or default, including but not limited to reasonable attorneys' fees.
11. All Team shall indemnify and hold harmless Client and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the services provided by All Team, its officers, directors, employees, the Contract Employees and agents, pursuant to this Agreement, including but not limited to any accident, injury, damage, property loss or theft unless it is caused in part by Client, or arising from or in any way connected with any act, omission, wrongful act or negligence of All Team, its officers, director, employees, Contract Employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to Client. All Team shall similarly protect, indemnify and hold and save harmless Client, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of All Team's breach of any of its obligations under any provision of this Agreement.
12. Client is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any Contract Employees, or for any damage to, destruction, theft or misappropriation of any property relating in any way, directly or indirectly, to All Team's obligations under this Agreement. Client is not responsible for acts or omissions of All Team or any Contract Employees.



13. This Agreement shall not be assigned by all Team without prior written consent of Client.
14. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of Client and/or All Team.
15. All Team and Client agree to the terms set forth in "General Conditions," attached to and incorporated as part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this agreement on this the 27th day of May, 2021.

All Team Staffing

By: Patrick Tijerina

Signature: _____

Title: Director of Operations

Address:

1885 N. Farnsworth
Aurora, IL 60505

Wheaton Park District (Client)

By: _____

Signature: _____

Title: Executive Director

Address:

102 E. Wesley Street
Wheaton, IL 60187



General Conditions

1. Client agrees to work Contract Employees a minimum of 4 hours for each scheduled shift, provided Contract Employee is on time and in proper uniform.
2. Client agrees to pay for the actual hours worked by Contract Employees assigned to Client in a given week. Work weeks will begin on Monday and end on Sunday. Hours worked over 40 are billed at billing rate times 1.5. The following days, Easter, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve & New Year's Day will be billed at billing rate times 1.5.
3. Client agrees to give ample notice in the case of a cancellation. For single Contract Employee orders, this must be done at least 5 hours prior to the beginning of a shift. For multiple Contract Employee orders, cancellation must be 24 hours prior to scheduled event. For orders of 25 or more, at least 48 hours' notice must be given. All Team reserves the right to charge Client the 4 hours minimum for each Contract Employee if cancellation is not received with ample notice in accordance with this Section 3 of these General Conditions.
4. Client agrees that Contract Employees sent by or referred by All Team in the past and during the Term of this Agreement, are All Team employees, and shall remain All Team employees. Any Contract Employee sent by All Team shall remain an All Team referral for a period of 6 months following the last date worked with Client. Any Contract Employee hired by Client either directly or indirectly within those 6 months shall be billed at 100 times bill rate.



5. Client agrees to pay for services rendered pursuant to this Agreement in accordance with the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.*
6. Client may only hire directly with no additional fee any Contract Employee who has completed 520 hours, within a 6-month period.
7. Should Client wish to convert a Contract Employee prior to 520 hours, the conversion rate shall be hourly billing rate times 100. Hours worked previously will be deducted by percentage of 520 hours. Client shall notify All Team the week prior to converting a Contract Employee.
8. Bill rate per hour for each position is attached to and incorporated to this Agreement as **Exhibit A**.
9. All Team shall procure and maintain insurance of the types and in the amounts set forth in **Exhibit B**, attached to and incorporated as part of this Agreement by reference.



Exhibit A - Billing Rates and Conversions

1. Client shall be billed the following hourly rates for each position listed:

Banquet Captain \$26.97
Banquet Server \$23.97
Bartender \$23.97
Chef \$33.97
Sous Chef \$27.97
Food Runner \$20.80
Dish/Utility \$19.80

Unlisted positions will be negotiated prior to the assignment or event.

2. Client may only hire directly, with no additional fee, any employee who has completed 520 hours, within a 6-month period.
3. Should Client wish to convert an employee prior to completion of the 520 hours, the conversion fee shall be calculated as follows:
 - Current bill rate multiplied by 100, divided by 520 for a conversion rate per hour. Multiply the conversion rate per hour by the difference between 520 hours and the actual hours worked. (Ex.



employee works 200 hours prior to conversion at a bill rate of \$20.00 per hour. The conversion fee will be calculated as \$20.00 (bill rate) x 100, divided by 520 hours, equals \$3.85 per hour. Multiply the \$3.85 per hour by the remaining 320 hours (520 hours less 200 hours worked) for a total conversion fee of \$1,232.

Client shall notify All Team the week prior to converting an employee.

Exhibit B – Insurance Requirements

[insert standard insurance requirements and/or insurance requirements utilized with prior agreement]