



Request for City Council Action

DEPARTMENT INFORMATION

ORIGINATING DEPARTMENT	REQUESTOR:	MEETING DATE:
Parks & Recreation	Parks & Recreation Director Jacobs	March 9, 2026
PRESENTER(s)	REVIEWED BY:	ITEM #:
Consent	City Administrator/Finance Director Flaherty Assistant City Administrator/Human Resources Hille	3.7 – Temporary Staffing

STRATEGIC VISION

MEETS:	THE CITY OF OTSEGO:
X	Is a strong organization that is committed to leading the community through innovative communication.
	Has proactively expanded infrastructure to responsibly provide core services.
	Is committed to delivery of quality emergency service responsive to community needs and expectations in a cost-effective manner.
X	Is a social community with diverse housing, service options, and employment opportunities.
X	Is a distinctive, connected community known for its beauty and natural surroundings.

AGENDA ITEM DETAILS

RECOMMENDATION:	
City staff recommend the City Council approve an agreement for temporary staffing.	
ARE YOU SEEKING APPROVAL OF A CONTRACT?	IS A PUBLIC HEARING REQUIRED?
Yes	No
BACKGROUND/JUSTIFICATION:	
<p>Due to an upcoming temporary vacancy for personal leave in the Recreation Department, City staff explored options for temporary help in the department. Staff have identified Atlas Staffing, a company with a location in Elk River to assist in the filling of a position in a temporary status. All temporary individuals will undergo a background check and will be recruited through the agency. The position is aimed at having some cross-over with the individual for training purposes and will assist until the return of the employee.</p> <p>Responsibilities of the role will include building supervision, administrative support functions, recreation program supervision, and reception duties. The individual will be scheduled to be at Prairie Center 8:00 am – 4:00 pm Monday to Thursday, at roughly 32 hours per week.</p> <p>This position is not eligible for benefits, and the role will be held under a contracted capacity. City Staff is recommending the position be paid at \$28.00 an hour, which would be an hourly contract rate of \$37.80. This wage aligns with Grade 3 of City’s Pay Plan and is within the budgeted amount for the position. This agreement is under review by the City Attorney. Pending approval and execution of the agreement, an individual will be placed in the role by the end of the week.</p>	
SUPPORTING DOCUMENTS ATTACHED:	
<ul style="list-style-type: none"> Agreement of Service 	

POSSIBLE MOTION

PLEASE WORD MOTION AS YOU WOULD LIKE IT TO APPEAR IN THE MINUTES:

Motion to approve an Agreement of Service between the City of Otsego and Atlas Staffing to provide temporary staffing in the Recreation Department for up to two months, and pending review of the City Attorney, authorize City staff to execute the agreement.

BUDGET INFORMATION

FUNDING:	BUDGETED:
Fund 101 – General – Recreation (45250)	No, however, the cost will be offset by the vacancy of the employee.



Agreement of Service

Atlas Staffing is committed to providing you with the best service at market-competitive pricing. Our commitment to “City of Otsego” is at a 35% mark-up as the staffing provider.

This agreement of service (this “Agreement”) is entered into and effective as of March 2, 2026 (the Effective Date”), between Atlas Staffing Inc. (“Service Provider”) and City of Otsego (“Client”).

Our rates include all recruiting costs, advertising, screening, workers' compensation costs, unemployment insurance, Sick/safe PTO, taxes, payroll, and health benefits.

- Atlas will conduct a criminal background review on the Assigned Workers through Minnesota’s public criminal record system. All background checks shall be in compliance with the Fair Credit Reporting Act and all applicable state statutes. Client acknowledges and agrees that Atlas shall apply its own adjudication criteria to the results of such background screening when placing Assigned Workers on assignment at Client.
- The Client agrees that it may hire Atlas employees at no additional cost once they have completed 480 working hours for the client. If the Client wishes to hire the employee before the employee reaches 480 working hours, the Client agrees to pay Atlas a buyout fee. This buyout fee shall be calculated based on 480 hours less the number of hours the employee has worked, multiplied by the hourly mark-up amount for that employee.
- Hourly wage is \$28.00 an hour. Markup is 35%. Example: $\$20.00 \times 1.35 = \27.00 an hour.
- 4 hours minimum per day
- Atlas is not responsible for damage to property or theft.
- Employees are not allowed to use saws, work above 3 feet, or drive company vehicles without written approval from Atlas Staffing.

- Client agrees that to the extent one of Atlas Staffing's employees assigned to Client becomes injured at Client site, Client will offer light duty work to that employee to the extent it is reasonably available.

- Client agrees that it shall not request the removal of an Assigned Worker for any discriminatory or retaliatory reasons. Client agrees to make good faith efforts to provide reasonable accommodations to Temporary Workers as may be required by the Americans with Disabilities Act, Title VII, the Minnesota Human Rights Act, the Women's Economic Security Act, and any other applicable federal, state, or local laws. This shall include, but is not limited to, disability accommodations, pregnancy accommodations, nursing and lactation accommodations, and religious accommodations. Client shall advise and consult with Atlas prior to requesting any removal of a Temporary Worker.

- Invoicing is done on a weekly basis. Payment terms are net/30. If invoices are not timely paid, Client agrees to pay all of Atlas' cost of collection including, but not limited to, legal expenses and reasonable attorneys' fees.

- This agreement constitutes the entire understanding between the parties and supersedes and replaces any prior agreements, understanding, representations, and negotiations. This agreement may be amended only if signed in writing by both parties."

Client Signature: _____ Date: _____