

Staffing Agency Option for Continued CWDG Crew Employment

Summary: Following the Board’s tentative approval to use a licensed staffing agency for the seasonal CWDG crew, staff have been in communication with Atkinson Staffing, Inc. (ASI). Our attorney reviewed our proposed approach and confirmed that contracting through a staffing agency is legally appropriate for short-term, seasonal work. She also recommended updating our internal policies to clearly exclude staffing-agency workers from District benefits, which is included on the agenda for today’s meeting.

Agreement Status: ASI has provided a draft staffing agreement. To ensure it aligns with District policies, insurance requirements, and grant obligations, I have requested several standard revisions. These relate to rate-change notice, payment terms, mutual indemnification, overtime thresholds, equipment use, and termination provisions. I expect ASI’s responses shortly. Once those are incorporated, the agreement will be ready for execution.

Request for Delegated Authority: To avoid delaying the transition and to keep the crew working without prolonged interruption, I am requesting that the Board delegate authority to finalize and execute the staffing agreement to District management and administrative staff. This will allow us to complete the agreement as soon as ASI provides the final revisions, rather than waiting for the next Board meeting.

The delegated authority would apply to:

- Shilah Olson, District Manager
- Abbie Forrest, Acting District Manager (January 19–30 during my scheduled leave)
- Dana Woods, Office Administrator

Next Steps:

- Receive ASI’s responses to requested revisions
- Finalize the agreement under delegated authority
- Notify the crew and coordinate the transition to ASI
- Implement the related policy update on benefit eligibility for staffing-agency workers

Suggested Motion: “I move to delegate authority to District management and administrative staff (District Manager, Acting District Manager during the District Manager’s scheduled leave, and the Office Administrator) to finalize and execute the staffing agreement with Atkinson Staffing, Inc., incorporating any revisions necessary to align with District policies, insurance requirements, and grant obligations.”



80796 N. Hwy 395
Hermiston, OR 97838
541-567-1094 Office
888-696-9735 Fax

STAFFING AGREEMENT

This Staffing Agreement ("Agreement") is entered into on **December 30, 2025**, by and between **Atkinson Staffing, Inc.**, a staffing agency henceforth known as "ASI," with a principal office located at 80796 N. HWY 395 Hermiston, OR 97838 and **Wasco County Soil and Water Conservation District**, henceforth known as "the Client", with its principal office located at **2325 River Rd., Suite 3 The Dalles, OR 97058**.
Work Site – **Various locations in OR.**

WHEREAS ASI is an Oregon corporation duly registered in the State of Oregon and engaged in the business of providing temporary staffing services, and providing related management and human resource services; and

WHEREAS CLIENT desires to engage ASI to provide temporary staffing services.

THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. ASI shall provide to CLIENT the services of its employees (Assigned Employees) as requested by CLIENT. For ASI to place Assigned Employees according to CLIENTS' requests, a 24-hour advance notice for employee work orders is requested to ensure proper orientation and training. CLIENT shall use the services of ASI as a provider of Assigned Employees for the job titles of:
 - **General Laborers**
 - **Landscaping**
2. ASI agrees to assume full and sole responsibility for all payroll and employer functions for Assigned Employees, including but not limited to paying, withholding, transmitting payroll taxes, making unemployment contributions, handling unemployment and workers compensation and or disability claims involving Assigned Employees. All assigned employees are and shall be solely employees of ASI, not CLIENT. The relationship between ASI and CLIENT is purely that of independent contractors.
3. ASI will provide insurance coverage in the amount of \$1,000,000 for liability and amounts required to meet specific CLIENT requirement and will maintain required workers' compensation in the statutory amount required by state law.
4. ASI will invoice CLIENT weekly for services provided in accordance with the following bill rates, and or mark ups: **38%** mark up on all Regular Pay Rates. **38%** on all Overtime Pay Rates. **20%** on all bonuses. **Rates subject to change.**
Example schedule:

Regular Rate	=	\$25.50+ 38% = \$35.19
Regular Rate	=	\$22.00+ 38% = \$30.36
Bonus	=	\$100.00 + 20% = \$120.00

5. CLIENT agrees to immediately pay a fee of \$540.00 for each assigned employee hired directly or indirectly by CLIENT unless the following terms are met: 1) ASI employee has worked for CLIENT over 540 hours within a 90-day period, and 2) CLIENT has received prior written consent from ASI, and 3) CLIENT'S invoices are paid current according to the terms of this contract.

6. TERMS CLIENT agrees to pay net of invoice upon Receipt other , and to pay a late fee of 5% on any unpaid balances after 20 days and will be subject to a monthly finance charge from the date of the invoice. All billing questions for ASI should be addressed to our:

Payroll Department at **541-667-9580**
Finance Manager Taylor Atkinson at **541-571-5989**
Billing questions to CLIENT should be addressed to:

Dana Woods at dana.woods@wascoswcd.org
Shilah Olson at **541-705-3663** shilah.olson@or.nacdnet.net

7. Any cancellation of assigned employees after arrival at a job site will require a minimum charge of 2 hours to cover the wages and expenses of all assigned employees.
8. CLIENT agrees that ASI may provide vehicles and transportation for Assigned Employees. If ASI does provide vehicles and transportation for employees CLIENT agrees to pay driver **N/A** Hours per day driving time at the supervisor rate. If the CLIENT location is more than 1.5 hours for a round trip such excess will be billed at the rates in the agreement for all personnel in the van rounded up to the nearest quarter hour. Furthermore, if the mileage to and from the CLIENTS location is more than 75 miles round trip then there will be an additional charge of .40 cents per mile for the related costs.
9. ASI bill rates for assigned employees, who work more than forty-eight (48) hours in any work week for CLIENT, may be entitled to overtime compensation as provided by law. If overtime rates apply to this assignment CLIENT agrees to an increase of 1.5 of the Regular Pay Rates plus applicable markup.

- On this assignment Overtime Rates Do Do not apply.
(This is applicable to change without notice, following state and federal guidelines)

10. CLIENT and ASI affirm and agree that they are equal employment opportunity employers and are in full compliance with all applicable anti-discrimination laws, rules, and regulations.
11. ASI complies with all federal regulations regarding worker applications, documents and their proper safekeeping.
12. CLIENT and ASI agree not to harass, discriminate against, or retaliate against any employee because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and ASI agree to cooperate in the prompt investigation and resolution of such complaint.
13. CLIENT shall defend, indemnify and hold ASI harmless from and against any claims, liabilities, losses, damages, or other costs (including attorneys' fees) arising out of the actions or omissions of any CLIENT employee(s) provided to ASI pursuant to this Agreement of CLIENT'S negligence, willful misconduct, or breach of this agreement.
14. CLIENT and ASI both agree to stay in complete compliance with all State and Federal regulation and laws required to operate.
15. TERMINATION OF AGREEMENT. Notwithstanding any provision contained herein, ASI may terminate this agreement for cause without giving notice. "Cause" includes but not limited to the following:

- a. Failure to pay ASI as required under the terms of this agreement.
- b. Failure to abide by any conditions agreed to under the terms of this agreement.
- c. Failure to comply with all State and Federal laws and regulations required under the terms of this agreement.

16. **BINDING EFFECT.** This agreement is binding on and incurs to the benefit of the parties.
17. **ASSIGNMENT.** Neither this agreement nor any of the rights, interests, or obligations under this agreement may be assigned to any party without the prior written consent of the other party.
18. **AMENDMENTS.** This agreement may be amended only by an instrument in writing carried out by all parties and must refer specifically to this agreement.
19. **GOVERNING LAW.** This agreement will be governed by and constructed in accordance with the laws of the State of Oregon, without regard to conflict-of- laws principles.
20. **ATTORNEY FEES.** If any suit, arbitration, or other action is instituted to interpret, enforce, or rescind this agreement, the prevailing party on an issue shall be entitled to recover court costs and reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit, arbitration or other action, including all costs and attorney fees as determined on appeal.
21. **VENUE.** Any action or proceeding seeking to enforce any provision in this agreement must be brought in Umatilla County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon. Each party consents to the jurisdiction of such courts and the appropriate appellate courts in any such action or proceeding and waives any objection to such venue.
22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement and understanding of the parties with respect to this agreement and supersedes any other agreement whether written or oral.

**WASCO COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

ATKINSON STAFFING, INC

By: _____
Authorized Signature

By: _____
Authorized Signature

Shilah Olson _____
Print Name

Maria Garavito _____
Print Name

District Manager _____
Title

HR Manager _____
Title

Dated this _____ day of _____, 20__.

Dated this _____ day of _____, 20__.