PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

This agreement for temporary staffing services ("Agreement") is made and entered into this 16th day of July, 2013 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Labor Ready ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide temporary employment personnel services (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 The term of this Agreement shall commence on the Effective Date of this Agreement and terminate on June 30, 2014.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Consultant's proposal to City which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make reasonable provisions for Consultant to enter upon City-owned property to perform the Services.
- 3.3 City designates its Quality of Life Director, or the Director's authorized designee, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

3.4 City agrees to provide a safe workplace for all temporary placements provided by Consultant pursuant to this Agreement. City further agrees to abide by all applicable state and federal employment laws, including but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Americans with Disabilities Act, the California Fair Employment and Housing Act, and the California Labor Code. City shall accurately keep and submit timecards for each temporary placement.

<u>ARTICLE 4 - PAYMENT AND NOTICE</u>

- 4.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars (\$100,000). City shall pay Consultant a fixed hourly rate for each temporary employee provided by Consultant, as shown in Exhibit "A."
- 4.2 Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultant's invoice, by check payable to Consultant. Invoices shall be sent to City on a weekly basis.
- 4.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Consultant:

Quality of Life Department
City of Redlands
PO Box 3005, Suite 222
Redlands, CA 92373

Labor Ready
18 West Colton Avenue
Redlands, CA 92374

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this section.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City.
- 5.2 Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City.

- 5.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City.
- 5.4 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
- 5.5 Commercial Blanket Bond. Consultant shall maintain bond coverage, with minimum limits of Five Hundred Thousand Dollars (\$500,000) liability.
- 5.6 Hold Harmless and Indemnification.
 - A. Consultant shall indemnify, hold harmless and defend City, and its elected officials, employees and agents, from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.
 - B. City shall indemnify, hold harmless and defend Consultant, and its officers, employees and agents, from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act by City, or its elected officials, employees or agents, to abide by any applicable state or federal employment laws.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 6.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 6.3 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.

- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate on June 30, 2014.
- 6.5 This Agreement may be terminated by City, in its sole discretion and without cause, by providing five (5) business days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of intent to terminate.
- 6.6 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 6.7 Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 6.8 This Agreement, including the Exhibit incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 6.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

LABOR READY

Pete Aguilar, Mayor

-Kenn Kaplan, Branch Manager

ATTEST:

Sam Irwin, Citý Clerk

EXHIBIT "A"

LABOR READY.

- 1. UNDERSTANDING SCOPE OF SERVICES Please describe your understanding of the services to be performed and/or the product to be provided. Specific areas to address in the proposal response include the following:
- a. Name of primary contact person who will be assigned to handle the City's requests.

 Kenn Kaplan, April Baptista or Naomi Vasquez
- b. Response time in filling the City's requests.

Response time after an order is placed

1-10 employees

1 hour

10-20 employees

3 hours

20+ employee

Dependent upon actual volume, 3 hours - 24 hours

c. Hours of operation – address how before or after-hour requests would be handled by your agency.

Mon-Thurs: 5:30am-6:00pm Friday: 5:30am-6:00pm Saturday & Sunday: On-Call

Labor Ready is available 24/7 to respond to emergencies that may arise or to support last minute staffing needs. Labor Ready operates a dedicated message center that is available 24/7 to relay messages to our branch staff. In addition you will have access to branch manager and the district manager's cell phone for emergency response.

d. Pricing – List your agency's fees/markup provisions. Also provide samples of benchmark positions, the rate paid the employee and the bill rate.

Bill Rate \$12.84 all positions

e. Minimum hours to be paid for less than eight (8) hours worked.

The minimum number of hours to be paid for a shift of less than eight hours is four.

f. Any fees involved in hiring a temporary employee assigned to the City.

Labor Ready firmly believes in doing everything in its power to help our workers grow both personally and professionally and we do not stand in the way of their success. If one of our workers is fortunate enough to be offered a full-time position, we do not charge any fees to our workers or our customers for hiring them on.

LABOR READY.

g. Background checks services and pricing, if any. indicate whether or not background checks are verified against a local, state, or national database.

No background checks for these positions

h. Drug screen services and pricing, if any.

Drug screens will be done post accident only.

I. Description of application screening, testing and selection procedures. Specify the computer software programs used for testing candidates.

Application Process

Labor Ready utilizes a nine page application that asks the prospective employee to list all of their personal contact data as well as past work experience. Past work experience will be entered into our operating system for ease of locating the perfect candidate. The employment application includes the I-9 page, which is required to verify that all employees are able to legally work in the United States. The employee also signs an acknowledgement that indemnifies the customer they are working for from personal injury or liability claims, as they are an employee of Labor Ready not the customer.

Right Match Dispatch

We do not send out workers first come, first served. Our application process identifies the past work experience of every prospective temporary worker. This allows us to make sure that we are matching the right employees and abilities to your job requirements.

Behavioral Screening

Labor Ready utilizes the services of American Tescor, inc, the innovative leader in electronic preemployment screening to effectively reduce employment risk. The 73-question Tescor survey assesses behavior, not personality, and screens for violence, drug use, theft, lying and entitlement mentality.

j. Sample reports that match the criteria listed in the *Agency Reporting* section of the Scope of Services (Exhibit A).

Please see attached "Labor Ready_Report & Invoice Samples"

LABOR READY.

k. Other qualifications that make your firm unique.

Every day thousands of Labor Ready temporary employees help businesses succeed. And each day, our Labor Ready branch staff provides jobs for people willing and able to perform an honest day's work for an honest day's pay. That's what we consider our greatest success: We put people to work like no other company and we provide opportunities for personal and professional growth to everyone involved.

Labor Ready perfected the on-demand business model for temporary help, establishing the world's largest general labor workforce. Because of our expert management of this resource, Labor Ready can respond to your general labor needs. Our capabilities include:

- Quick response, including early mornings and weekends.
- Placement of large numbers of people in general labor positions for all industries.
- Specialization in tough-to-fill, high-turnover positions.

We offer complete online account management through our website, www.LaborReady.com. As an eCustomer you can use all or any of our online services according to your needs and preferences. Our online services include the following:

- Order workers online
- Monitor your web orders 24/7
- On-demand reporting system: aging, invoice reprints, consolidated billing and more are offered and emailed to you directly
- Invoices available for review 24/7
- Make your payments online
- eBilling: have your bills emailed to you instead of getting them by mail

EXPERIENCE AND QUALIFICATION OF FIRM ~ Please list similar services successfully accomplished within the last three years.

Republic Services
The City of Loma Linda
The City of Yucaipa
6 years successful years with The City of Redlands

Job duties Include swamping/assisting refuge truck drivers with commercial waste. Unlock Garbage bin enclosures. Place dumpster in position for the driver to dump. Replace and lock enclosures and move to next location.

Repairing garbage bins. Replacing, picking up and delivering new or repaired garbage bins to residences. Cleaning the City Yard and maintaining (cleaning) equipment.

Landfill job duties include litter control. Picking up trash that has blown into the orange groves and warehouse areas around the landfill. Preparing the landfill for inspections and each day's end. Sorting recycling and materials.

LABOR READY.

3. KEY PERSONNEL — Please provide names and qualifications of key personnel assigned to the project, if any in addition to primary contact person. These contacts should be available for emergency communication 24 hours per day, seven days per week and contact information should include numbers for outside of regular business hours.

Kenn Kaplan 951-834-8813 April Baptista 909-557-3081 Naomi Vasquez 909-693-8535

4. REFERENCES — Provide list of references from past and current clients within the last three years. Public sector clients are preferred, but not required. Please verify accuracy of contact information.

The City of Redlands:

Louie Miranda 909-201-9477 City Yard Supervisor William Valdavia 951-6635937 Landfill Supervisor Rodney Pasilias 909-841-4427 Landfill Supervisor

Republic Services:

George Wilkes Site Supervisor 951-203-5517 Luis Aylta Site Supervisor 951-970-2009 Archie Washington 909-841-4752

Walden Structures:

Michael Dominici CFO 909-389-9100 x137 Gerardo Ríos Plant Manager 951-403-5051

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