

AGREEMENT TO FURNISH TEMPORARY EMPLOYMENT PERSONNEL SERVICES

This agreement for temporary employment personnel services ("Agreement") is made and entered into this 13th day of October, 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Finesse Personnel Associates ("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.

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 provision for Consultant to enter upon City-owned property to perform the Services.
- 3.3 City designates its Human Resources 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 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.

- 3.5 During the term of this Agreement, and for a period of (1) year following the termination of this Agreement, City shall not solicit or attempt to solicit, for employment any employee of Finesse Personnel Associates; and City shall not request or allow anyone else to do so on its behalf.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Thirty-Two Thousand Dollars (\$32,000). City shall negotiate each temporary employee's hourly rate on a case by case basis with Consultant, and in addition to such hourly rate, pay the Consultant the percentage "mark up" as shown in Exhibit "A."
- 4.2 Payments by City to Consultant shall be made within fourteen (14) days after receipt and approval by City of Consultant's invoice, by check payable to Consultant. Invoices shall be sent 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: Human Resources Department
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant: Finesse Personnel Services
2900 Adams, Building C, Suite 13
Riverside, CA 92504

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 throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City.

5.3 Hold Harmless and Indemnification.

A. Consultant shall indemnify, hold harmless and defend City, and its elected officials, and 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, and 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.

- 5.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the Agreement 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 the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. 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 prior to commencement of the Services.

- 5.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made. Certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the Services.

- 5.6 Business Auto Liability Insurance. Consultant shall maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. The insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-

contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured and a certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the Services.

ARTICLE 6 - GENERAL CONSIDERATIONS

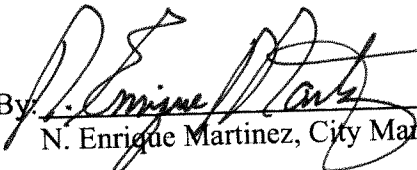
- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 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 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 6.4 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.
- 6.5 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 6.6 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.
- 6.7 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.
- 6.8 Upon receipt of a termination notice, Consultant shall immediately discontinue all services affected, and within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.

- 6.9 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.
- 6.10 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.
- 6.11 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

FINESSE PERSONNEL ASSOCIATES

By: 
N. Enrique Martinez, City Manager

By:



Attest:

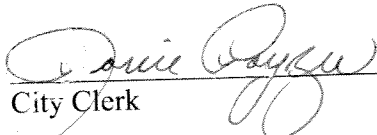

City Clerk

EXHIBIT "A"

FINESSE PERSONNEL ASSOCIATES STAFFING SERVICES FOR CITY OF REDLANDS

Temporary Placements

Fees for temporary placements will be billed at a Service Rate of 30% of the hourly Pay Rate. The City shall not be liable for any fees for any temporary employee who has not passed the City's "background check."

For example: \$11/hr. Pay Rate = \$15.40/hr. Bill Rate.

Temporary placements will be invoiced weekly and payable within 7 days of the City's receipt of an invoice.

Temp to Hire Process

Our contract to hire program is a 520-hour (90 day working days) process that allows the City, as an employer to evaluate a potential new employee while on the job before deciding whether to offer full or part-time regular employment. Under our contract to hire program, the Service Rate is 30% and during this time Finesse Personnel will handle the payroll, taxes, criminal background check, references and insurance for the employee. At the end of the probationary period the City may take the employee directly onto City staff at no additional cost. If for some reason the employee does not fit the City's needs prior to the completion of 520 hours, we will find you a replacement immediately.

Temp to Hire Liquidation Process

Liquidation fees will be invoiced to the City, if the City decides to hire the temporary employee before the employee has completed 520 hours. The liquidation fee is due within 15 calendar days of that date.

If the City uses a temporary employee from Finesse Personnel, and ends the assignment before hiring the employee, the City may not hire the employee back on its own or through any other affiliate, unless 12 months (365 days) or more has passed. If the City does, the full liquidation fee for that position is due and payable to Finesse Personnel Associates. The City's hiring of our employee constitutes the City's agreement with the terms and conditions stated herein.

Guarantee Policy for Liquidations

There will be no guarantee extended on Finesse employees hired through our liquidation process. This policy is based on your qualification of the employee's work ethic, skill level, productivity and reliability during the temporary work assignment.

Liquidation Fees

Our liquidation fee is determined by the amount of hours an employee has completed on any given temporary assignment. Considered hours will be those worked by the proposed hire employee only. This schedule is as follows:

41 – 172 hours completed on assignment = 15% of annual gross salary of said employee
173 – 344 hours completed on assignment = 12% of annual gross salary of said employee
345 – 519 hours completed on assignment = 10% of annual gross salary of said employee
520 + hours completed on assignment = No additional fees will be assessed